

Exhibit B

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input checked="" type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRe Holding Corporation (19-22301)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)	
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)	
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	CROSSROADS MALL, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor The Lerner Company manages the property	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? c/o Lerner Company 10855 W. Dodge Road, Suite 270 Omaha, NE 68154-2666	Where should payments to the creditor be sent? (if different) Contact phone 402-343-3756 Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Claim Number: 16967

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 1,354,110.00

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease - repairs and maintenance outstanding under the Lease

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 1,354,110.00

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Frank Krejci
Frank Krejci (Apr 10, 2019)

Email: teri.gibbons@koleyjessen.com

Signature
Print the name of the person who is completing and signing this claim:
Name of the person who is completing and signing this claim:

Name	Frank		Krejci
	First name	Middle name	Last name
Title	Manager		
Company	Crossroads Mall, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	10855 W. Dodge Road, Suite 270		
	Number	Street	
	Omaha	NE	68154-2666
	City	State	ZIP Code
Contact phone	402-343-3756		Email

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ **have supporting documentation.**
(attach below)

☐ **do not have supporting documentation.**

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Modified Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://restructuring.primeclerk.com/sears>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Sears Holdings Corporation Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

Electronic Proof of Claim

Final Audit Report

2019-04-10

Created:	2019-04-10
By:	Sears Claims (searsclaims@primeclerk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMno1BrmJS1VUcFWP0Xjf8nyKocZHv9yQ

"Electronic Proof of Claim" History

 Widget created by Sears Claims (searsclaims@primeclerk.com)

2019-04-10 - 8:16:08 PM GMT

 Widget filled in by Frank Krejci (teri.gibbons@koleyjessen.com)

2019-04-10 - 8:21:36 PM GMT- IP address: 209.34.196.130

 (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/73.0.3683.86 Safari/537.36)

2019-04-10 - 8:21:38 PM GMT- IP address: 209.34.196.130

 Signed document emailed to Frank Krejci (teri.gibbons@koleyjessen.com) and Sears Claims (searsclaims@primeclerk.com)

2019-04-10 - 8:21:38 PM GMT

PROOF OF CLAIM OF CROSSROADS MALL, LLC

ATTACHMENT NO. 1

U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE SEARS, ROEBUCK AND CO.

CASE NO. 18-23537

(JOINTLY ADMINISTERED UNDER CASE NO. 18-23538)

The \$1,354,110.00 amount identified on this Proof of Claim is the total claim due as of the bankruptcy filing date (October 15, 2018) (the "Petition Date"), based upon the damages incurred by Crossroads Mall, LLC as a result of Sears, Roebuck and Co.'s ("Sears") breach of the Lease Agreement dated June 23, 1958, along with all subsequent amendments thereto (collectively the "Lease") relating to the premises at 7400 Dodge Street, Omaha, Nebraska, by failing to maintain the property in the condition required by the terms of the Lease.

The claim of Crossroads Mall, LLC in the sum of \$1,354,110.00 consists of the following:

Description	Amount
Roofing repairs to main roof	\$798,000.00
Roofing repairs to auto center roof	\$240,000.00
Roofing repairs to canopies	\$276,980.00
Painting of overhangs	\$24,730.00
Sidewalk repair (bid of AM Contracting)	\$14,400.00
TOTAL CLAIM	\$1,354,110.00

The following documents form the basis of this Proof of Claim and are attached and incorporated herein by reference:

1. Lease Agreement executed on or about June 23, 1958, marked as Exhibit A;
2. Amendment to Lease executed on or about July 11, 1958, marked as Exhibit B;
3. Amendment to Lease executed on or about November 12, 1958, marked as Exhibit C;
4. Amendment to Lease executed on or about November 13, 1958, marked as Exhibit D;

5. Amendment to Lease executed on or about February 19, 1959, marked as Exhibit E;
6. Amendment to Lease executed on or about June 25, 1959, marked as Exhibit F;
7. Letter Agreement dated August 11, 1983, confirming the property line, marked as Exhibit G;
8. Letter Agreement dated December 1, 1983, approving the operation of financial offices within the Sears' premises, marked as Exhibit H;
9. Letter Agreement dated February 11, 1986, regarding expansion of the Crossroads Mall, marked as Exhibit I;
10. Letter Agreement dated January 31, 1991, regarding construction of a bus transmit center in the Crossroads Mall parking lot, marked as Exhibit J;
11. Letter Agreement dated January 9, 1995, regarding the potential dissolution of the Merchant's Association, marked as Exhibit K;
12. Amendment to Lease executed March 30, 2006, marked as Exhibit L;
13. Letter Agreement dated October 10, 2011, regarding expansion of the Avis Rental Cars at Sears' Crossroads Mall location, marked as Exhibit M;
14. Estimates of PDI Construction for painting and repairs to the canopies on the building occupied by Sears, collectively marked as Exhibit N;
15. Estimate of Independent Roofing for roof repairs to the building occupied by Sears, marked as Exhibit O; and
16. Estimate of AM Contracting for removal and replacement of the sidewalk at the building occupied by Sears, marked as Exhibit P.

Crossroads Mall, LLC also reserves the right to add future damages upon rejection of the lease.

DATED this 10th day of April, 2019.

CROSSROADS MALL, LLC

By: Frank Krejci
Frank Krejci, Manager

THIS INDENTURE OF LEASE made and entered into this 24
day of June, 1958 by and between THE BRANDEIS
INVESTMENT COMPANY, a Nebraska corporation with its principal
place of business in Omaha, Douglas County, Nebraska, Party
of the First Part and hereinafter referred to as Landlord,
and SEARS, ROEBUCK & CO., a New York corporation and auth-
orized to carry on business in the State of Nebraska, Party
of the Second Part and hereinafter referred to as Tenant,
WITNESSETH:

WHEREAS, Under date of April 21, 1954, Myron N. Blank,
of Des Moines, Iowa, as Lessor, entered into a lease, which
shall hereinafter be referred to as the "Major Lease" (the
interests of said Lessor in said lease having been assigned
prior to the date hereof to Myron Co., a Nebraska corporation)
with The Brandeis Investment Company, a Nebraska corporation,
as Lessee, by which Lessor demised to Lessee, upon the terms,
covenants, rentals and conditions contained and set forth in
said lease, a copy of which is attached hereto marked EXHIBIT A
and by specific reference herein made a part hereof, the here-
inafter described premises for a period of ninety-nine (99)
years from and after August 1, 1954, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter
(NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen
(15) North, Range Twelve (12) East of the 6th P.M.,
Douglas County, Nebraska, except county roads,

and

WHEREAS, Tenant desires to lease from Landlord a portion
of said above-described premises upon which Tenant will con-
struct and thereafter continuously maintain during the re-
mainder of the term hereof, upon the rentals, terms, agreements
and conditions hereinafter set forth, and subject to the terms
and provisions of the Major Lease, a building for the purpose
of conducting a retail department-store operation therein and
parking areas, said portion of said above-described premises
to be demised hereunder being hereinafter referred to as the

"Sears' Tract," and the remainder of said above-described premises being hereinafter referred to as the "Brandeis Tract."

Now, LANDLORD, Landlord for and in consideration of the rents hereinafter reserved to be paid, and of the covenants and agreements hereinafter mentioned to be kept and performed by Tenant, does by these presents lease and let unto Tenant and Tenant does hereby hire and take from Landlord that portion of the premises demised by the Major Lease, described, set forth and delineated on the plat attached hereto, marked EXHIBIT B, which by specific reference herein is made a part hereof, together with all easements, rights and appurtenances in connection therewith and thereunto belonging and together with the right of Tenant and its customers, agents and employees to use jointly with Landlord and its customers, agents and employees and tenants and sublessees of Landlord and their respective customers, agents and employees, the parking areas, sidewalks, streets, alleys and all other improved public areas (other than buildings) located and to be constructed on the Brandeis Tract, said Brandeis Tract being shown, described and delineated on said EXHIBIT B, subject, however, to the right of Landlord and its customers, agents and employees and the tenants and sublessees of Landlord and their respective customers, agents and employees, to use jointly with Tenant and its customers, agents and employees, the parking areas, sidewalks, streets, alleys and all other improved public areas (other than buildings) located and to be constructed on the Sears' Tract, which said right Landlord and its tenants and sublessees and the customers, agents and employees of itself and its tenants and sublessees shall have and enjoy for the entire term of this lease.

Article 1

Term and Purpose

This lease shall commence on the 1st day of August, 1958

and shall continue up to and including the 31st day of July, 2053, unless sooner terminated in accordance with any of the provisions herein contained. Tenant agrees that during the term of this lease it will not use the demised premises or any part thereof nor permit or suffer same to be used for any purpose except the maintaining and operating of a department store for the sale at retail of goods, wares and merchandise (and the storage of goods, wares and merchandise to be thus sold) and the rendering of services now sold and rendered or that may hereafter be customarily sold and rendered by Tenant in other shopping center retail department-store operations, provided, however, that the foregoing sale of goods, wares and merchandise and rendering of services shall in no event include the operation of a bank or finance business (except such finance business as may be owned and operated by Tenant or its subsidiary, for the financing of Tenant's own business operations), beauty parlor, barber shop, insurance business (except such insurance business as may be owned and operated by Tenant or its subsidiary), real-estate rental and sales business, medical office or center, dental office, restaurant (Tenant to have the right to operate a snack bar), or grocery and meat business. Tenant further covenants and agrees that for a period of not less than twenty-five (25) years from and after the date of the completion of the construction of the department-store building provided for in Paragraph (1) of Article 3 of this lease, it will continuously maintain and operate such a department store (as in this lease specified and limited) on the demised premises, except when such department-store building is untenable by reason of damage by fire or other unavoidable casualty or when such department store (as in this lease specified and limited) is prevented from being maintained and operated during periods of construction, repair or replacement and periods occasioned by acts of governmental authority, strikes and labor disputes.

Tenant further covenants and agrees that at no time during the term of this lease, will it maintain, use or operate, or permit or suffer the maintenance, use or operation (whether by itself or by subtenants, sublessees or concessionaires, or otherwise) of more than eighty-five thousand ^{90,000 (see amendment)} ~~(85,000)~~ square feet in the aggregate of inside building space of the department-store building at any time located on the demised premises as selling space (meaning the space provided for the selling of permitted goods, wares and merchandise, ~~and rendering of permitted services~~), all of which said space shall be delineated and set forth on the Plans and Specifications, EXHIBIT C, hereinafter provided for. In the event the demised premises shall not be used for the maintenance and operation of a department store (as in this lease specified and limited) for a period of sixty (60) consecutive days (excluding such periods when said department-store building is untenable by reason of damage by fire or other unavoidable cause, or when said department store is prevented from being maintained and operated during periods of construction, repair or replacement, and periods occasioned by acts of governmental authority, strikes and labor disputes), or in the event Tenant (either by itself or by subtenants, lessees or concessionaires) shall at any time maintain, use or operate or permit or suffer the maintenance, use or operation of more than eighty-five thousand ^{90,000 (see amendment)} ~~(85,000)~~ square feet in the aggregate of inside building space as selling space as in this lease provided, then in either of such events, Landlord shall have the right, at its option, to terminate this lease in the following manner, to wit:

(a) Landlord shall notify Tenant, in writing, of its election to terminate, and said notice shall set forth which of the above covenants has been breached.

(b) Tenant shall have the right to cure any such default within a period of ninety (90) days from and after the date of said Landlord's notice of election, except as hereinafter provided.

(c) If Tenant shall fail to cure any such default within the period of said ninety (90) days, as aforesaid, then and in such event upon the expiration of said ninety (90) day period this lease shall terminate, and from and after such date Tenant shall have no further rights thereunder.

(d) If Tenant shall have cured any of such defaults, as aforesaid, on two separate and different occasions, then and thereafter in the event of the occurrence of any further such default, Landlord shall have the right, at its option, to terminate this lease by the giving of thirty (30) days' notice in writing to such effect to Tenant and Tenant shall not have the right to cure such default.

Article 2

Rental

Tenant covenants and agrees to pay to Landlord at its office in Omaha, Nebraska, or at such other place as Landlord may from time to time designate, in writing, in lawful money of the United States by way of rent for said premises, the following amounts of money, to wit:

(1) Twelve Thousand Six Hundred Sixty-six and 66/100 Dollars (\$12,666.66) per annum for the four (4) year period beginning August 1, 1958 and ending July 31, 1962, and Thirteen Thousand Three Hundred Thirty-three and 33/100 Dollars (\$13,333.33) per annum for the six (6) year period beginning August 1, 1962 and ending July 31, 1969, all payable in annual installments in advance on the 1st day of August of each year; and

(2) Fifteen Thousand Dollars (\$15,000.00) per annum for the ten (10) year period beginning August 1, 1969 and ending July 31, 1979, payable in annual installments in advance on the 1st day of August of each year; and

(3) Twenty Thousand Dollars (\$20,000.00) per annum for the

ten (10) year period beginning August 1, 1979 and ending July 31, 1989, payable in annual installments in advance on the 1st day of August of each year.

(4) For the ten (10) year period beginning August 1, 1989 and ending July 31, 1999, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which the C. P. Index number, as hereinafter defined, for the calendar year 1988 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for this period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds of Forty Thousand Dollars (\$40,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

(5) For the ten (10) year period beginning August 1, 1999 and ending July 31, 2009, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which said C. P. Index number for the calendar year 1994 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for this period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds ($2/3$) of Fifty Thousand Dollars (\$50,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

(6) For the ten (10) year period beginning August 1, 2009 and ending July 31, 2019, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which the said C. P. Index number for the calendar year 2008 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for this period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds ($2/3$) of Fifty Thousand Dollars (\$50,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

(7) For the ten (10) year period beginning August 1, 2019 and ending July 31, 2029, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which the said C. P. Index number for the calendar year 2018 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for this period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds ($2/3$) of Fifty Thousand Dollars (\$50,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

(8) For the ten (10) year period beginning August 1, 2029 and ending July 31, 2039, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which the said C. P. Index number for the calendar year 2028 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for this period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds of Fifty Thousand Dollars (\$50,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

(9) For the fourteen (14) year period beginning August 1, 2039 and ending July 31, 2053, an annual rental equal to two-thirds ($2/3$) of that percentage of Thirty Thousand Dollars (\$30,000.00) which the said C. P. Index number for the calendar year 2038 bears to the said C. P. Index number for the calendar year 1954; provided, always, that the annual rental for the period shall not be less than two-thirds ($2/3$) of Thirty Thousand Dollars (\$30,000.00), nor more than two-thirds ($2/3$) of Fifty Thousand Dollars (\$50,000.00). Said rental shall be payable in annual installments in advance on the 1st day of August of each year.

In making the computations provided for in Paragraphs (1) to (9), above, the following shall apply:

(a) - The words "C. P. Index" whenever used in this lease means that index which is and is expected to be determined and published by the Bureau of Labor Statistics of the United States Department of Labor and whose complete name is, "Index of Change in Prices of Goods and Services Purchased by City Wage-Earner and Clerical-Worker Families to Maintain their Level of Living" as revised in January 1953, with the years 1947, 1948 and 1949 as the base period of the index, with the index number for the average of said three (3) years as 100. In the event that the base period for calculating the C. P. Index is changed, with years other than 1947-1949 to equal 100, then the C. P. Index as used herein shall be changed in relation to the new basis for determining the C. P. Index. The C. P. Index for any calendar year shall be the average for the twelve (12) months of that year, unless a C. P. Index for that calendar year be published.

(b) The annual rental to be paid by Tenant for each period shall be two-thirds ($2/3$) of the resulting sum computed and limited as follows:

1. Multiplying Thirty Thousand Dollars (\$30,000.00) by a fraction of which the C. P. Index number for the calendar year preceding the beginning of the period for which the computation is being made is the numerator and the C. P. Index number for the calendar year 1954 is the denominator; provided

2. If two-thirds ($2/3$) of the resulting sum is less than two-thirds ($2/3$) of the sum of Thirty Thousand Dollars (\$30,000.00), then the annual rental for that period shall be two-thirds ($2/3$) of the sum of Thirty Thousand Dollars (\$30,000.00) and not the resulting sum; and provided, further,

3. That if two-thirds ($2/3$) of the resulting sum is greater than two-thirds ($2/3$) of the sum of Forty Thousand Dollars (\$40,000.00) for the ten (10) year period beginning August 1, 1989 and ending July 31, 1999, then the annual rental for that period shall be two-thirds ($2/3$) of the sum of Forty Thousand Dollars (\$40,000.00) and not two-thirds ($2/3$) of the resulting sum, and provided, further,

4. That if two-thirds ($2/3$) of the resulting sum is greater than two-thirds ($2/3$) of the sum of Fifty Thousand Dollars (\$50,000.00) for any period beginning on or after August 1, 1999, then the annual rental for any such period for which the resulting sum is greater than two-thirds ($2/3$) of the sum of Fifty Thousand Dollars (\$50,000.00) shall be two-thirds of the sum of Fifty Thousand Dollars (\$50,000.00) and not two-thirds ($2/3$) of the resulting sum.

(c) In the event that the United States Bureau of Labor Statistics does not publish a C. P. Index at the time when the use of such index to determine the rental is required, the "Revised Wholesale Price Index" published by the United States Department of Labor shall be used in the same manner as an alternative. In the event that neither the C. P. Index nor the Revised Wholesale Price Index is being published at such time, the index setting forth the Purchasing Power of the Dollar based on wholesale prices and published by the United States Department of Commerce, Office of Business Economics, shall be used in the same manner

and for such purpose. In the event that no one of these indices is being published at such time, some other standard of measuring the value of the dollar then available shall be used to determine the rental, and if Landlord and Tenant are unable to agree on such standard the rental for the ensuing period shall be determined by arbitration. The arbitrators are to base their determination on the relative purchasing power of the dollar during the calendar year 1954 to the purchasing power of the dollar in the calendar year preceding the beginning of the period for which the rental is being determined by arbitration. Such arbitration shall be held under the auspices of and in accordance with the laws, rules and regulations, then obtaining, of the American Arbitration Association. Landlord and Tenant agree to be bound by each and every provision of such laws, rules and regulations with respect to the institution of arbitration proceedings, the selection of arbitrators, the conduct of the proceedings, etc., and to abide by the determination so made. If arbitration through the American Arbitration Association is not then possible, arbitration shall be had through arbitrators selected in the manner provided for in Article 10 hereof. However, in no event shall the annual rental for any period beginning on or after August 1, 1989 be less than two-thirds ($\frac{2}{3}$) of the sum of Thirty Thousand Dollars (\$30,000.00) per year, nor more than two-thirds ($\frac{2}{3}$) of the sum of Forty Thousand Dollars (\$40,000.00) per year for the period beginning August 1, 1989 and ending July 31, 1999, and no more than two-thirds ($\frac{2}{3}$) of the sum of Fifty Thousand Dollars (\$50,000.00) per year for any period beginning on or after August 1, 1999. The expenses involved in any arbitration or appraisal shall be borne equally by Landlord and Tenant.

Article 3

Construction, Repairs, Maintenance and Use of Buildings and Parking Areas

(1) As a further consideration for the granting of this lease, Tenant hereby agrees that it will with all reasonable diligence (taking into account any delays occasioned by strikes or other causes beyond its control) and in all events within five (5) years from the date of this lease and at Tenant's sole cost and expense, complete or cause to be completed, subject to the conditions hereinafter set forth, the erection and construction on the devised premises of a department-store building of three (3) stories in height and containing not more than one hundred ninety thousand (190,000) square feet and not less than one hundred seventy-five thousand (175,000) square feet of inside building space, parking areas, a permanent garden area not to exceed five thousand (5,000) square feet in area, and an automobile service station which shall not be more than one (1) story in height and shall not exceed more than eight thousand (8,000) square feet in area, all in accordance with the Plans and

Specifications therefor referred to and provided for in Paragraph (2) of Article 3 of this lease and the Plot Plan, EXHIBIT D, referred to and provided for in Paragraph (4) of Article 3 of this lease.

(2) All of the Plans and Specifications for the department-store building, service station, garden area and parking areas provided for in Paragraph (1) of Article 3 of this lease shall be prepared by Tenant and at its cost and expense, and such Plans and Specifications shall be submitted by Tenant to Landlord for Landlord's approval, and when approved by Landlord shall be attached to this lease, marked EXHIBIT C, and by specific reference herein made a part hereof; it being the specific understanding and agreement of the parties hereto that Tenant shall in all events first obtain written approval of said Plans and Specifications, EXHIBIT C, from Landlord before commencement of any construction of any building, service station, garden area or parking areas on the demised premises.

(3) Tenant agrees that if it fails to complete the erection and construction of the department-store building and the parking areas provided for in Paragraph (1) of Article 3 of this lease, within five (5) years from the date of this lease, it will immediately upon the expiration of said five (5) year period, pay to Landlord in addition to the rents and all other charges provided by this lease, the sum of Five Hundred Thousand Dollars (\$500,000.00) which said sum at the election of Landlord shall be payable either in a lump sum or in equal monthly installments, without interest, over a period of five (5) or ten (10) years, as liquidated damages, it being recognized by the parties hereto that the amount of the damages to Landlord caused by such failure on the part of Tenant cannot be readily or definitely ascertained. Payment by Tenant and the receipt and acceptance by Landlord of the said sum of Five Hundred Thousand Dollars (\$500,000.00) shall not affect Landlord's right of termination or any other rights or remedies of Landlord allowed by law or which Landlord may have under any other provision of this lease, except only that if Landlord shall desire to terminate this lease because of Tenant's failure to complete the erection and construction of the department-store building and parking areas within five

(5) years from the date of this lease, Landlord shall give notice to Tenant of Landlord's election to terminate within one hundred twenty (120) days from and after the expiration of said five(5) year period. The aforesaid period of five (5) years shall be extended for loss of time resulting from strikes or governmental restrictions.

(6.) The parties hereto understand that it is desirable that the premises demised by the Major Lease be ultimately developed into a shopping center, and that by reason thereof they have prepared and developed a master plan locating all ground areas and delineating the dimensions thereof within which buildings, parking areas and other improvements, including the department-store building, parking areas and other improvements, specified in Paragraphs (1) and (13) of Article 3 of this lease to be constructed and maintained by Tenant on the Sears' Tract, may be constructed and maintained. The parties hereto have identified said master plan by their respective signatures which said master plan, marked EXHIBIT D, is attached hereto and by specific reference herein made a part hereof, said master plan being herein referred to as "Plot Plan." Each of the parties hereto agrees that it will not, without the prior written consent of the other, construct or maintain, cause to be constructed or maintained or permit or suffer the construction or maintenance of any building, parking area or other improvements not in conformity with said Plot Plan, EXHIBIT D.

(5) Landlord agrees that at no time during the term of this lease, will it maintain, use or operate, or permit or suffer the maintenance, use or operation (whether by itself or subtenants, sublessees or concessionaires) of more than two hundred ten thousand (210,000) square feet in the aggregate of inside building space of any buildings that may be constructed and maintained by Landlord on the Brandeis Tract, as selling space. Tenant agrees that it will not construct or maintain or permit or suffer the construction or maintenance on the demised premises, buildings or other improvements except those specified in Paragraphs (1) and (13) of Article 3 of this lease.

(6) Tenant may, at its option and at its sole cost and expense, at any time during the term of this lease, provided, however, that Tenant shall not be in default of any of the covenants and agreements to be performed by Tenant hereunder at such time, alter or remodel the exterior of the building and improvements to be constructed by Tenant under the provisions of Paragraph (1) of Article 3 of this lease, or any of them, provided, however, that prior to the commencement of any such alteration or remodeling, Tenant shall have prepared, at its cost and expense, by a recognized architect, Plans and Specifications therefor, which said Plans and Specifications shall be submitted to Landlord for its approval, Landlord agreeing in this respect not to unreasonably withhold such approval, and provided, further, that said Plans and Specifications shall in all respects conform to all provisions of this lease, including, but not in limitation of the foregoing, the Plot Plan, EXHIBIT D, and the minimum and maximum size and area limitations provided for in Paragraph (1) of Article 3.

(7) Tenant agrees that it will, at its own cost and expense, keep and maintain or cause to be kept and maintained, all buildings and other improvements (except such improvements as Landlord is required to maintain under the provisions of Article 4 of this lease) located on the demised premises and all additions and all appurtenances (which shall include all streets, parking areas, alleys, sidewalks and all improved public areas other than buildings) and each and every part thereof in first-class, orderly, secure, safe, clean and sanitary condition and repair. Tenant agrees that with respect to the foregoing, it will at all times conform in all matters and things with every law and every regulation, order and requirement of any governmental or public authority whatsoever, and will hold and save Landlord free and harmless of all expenses including attorney fees and liability or claim of liability therefor of every kind, character and description.

(8) At any time after the expiration of twenty-five (25) years

from the date of the completion of the construction of the department-store building provided for by Paragraph (1) of Article 3 of this lease, Tenant shall have the right, provided, however, that Tenant shall not at such time be in default of any of the covenants and agreements to be performed by Tenant under this lease, to tear down or remove the department-store building then on the demised premises; provided and on condition, however, that Tenant shall and Tenant agrees that it will immediately thereafter with all reasonable diligence (except delays occasioned by strikes or other causes beyond its control), and at its cost and expense, construct, complete or cause to be completed the erection and construction on the demised premises, in place and instead of the torn down and removed building, a building of the same dimensions and type of construction as that torn down and removed, and at least equal to the value of that torn down and removed, and in all events in accordance with the Plot Plan, EXHIBIT D, and in an attractive and harmonious architectural design consistent with any buildings and other improvements which may be then located on the Brandeis Tract. Tenant hereby agrees to submit to Landlord for approval all the plans and specifications for the replacement of the torn down and removed building prior to the commencement of such replacement. Landlord agrees that approval of the Plans and Specifications for such replacement as requested by Tenant shall not be unreasonably withheld. Tenant agrees that if it fails to complete the erection and construction of a building in place and in stead of the torn down and removed building in the manner aforesaid, within three (3) years from and after said tearing down and removal, that it will immediately upon the expiration of said three-year period pay to Landlord in addition to the rents and all other charges provided by this lease, the least of the following amounts: Five Hundred Thousand Dollars (\$500,000.00) or the aggregate of the rentals, taxes, charges, etc. payable under this lease and accruing from and after the date of said tearing down and removal for the remainder of the term of this

lease (in making said computation the annual rentals shall be the sum of Twenty Thousand Dollars (\$20,000. 00), and the annual taxes shall be the amount of those assessed on the land for the year immediately preceding the year during which said tearing down and removal occurred), or the appraised value of the building torn down and removed immediately prior to such tearing down and removal, as liquidated damages, it being recognized by the parties hereto that the amount of the damages to the Landlord caused by such failure on the part of Tenant cannot be readily or definitely ascertained. Payment by Tenant and the receipt and acceptance by Landlord of the lease of said amounts, as afore said, shall not affect Landlord's right of termination or any other rights or remedies of Landlord allowed by law or which Landlord may have under any other provisions of this lease, and this lease from and after said payment and all of the provisions thereof shall continue and be and remain in full force and effect, except only that if Landlord shall desire to terminate this lease because of Tenant's failure to complete the erection and construction of a building in place and in stead of the torn-down and removed building, in the manner aforesaid, within said three (3) year period, Landlord shall give notice to Tenant of Landlord's election to terminate within one hundred twenty (120) days from and after the expiration of said three (3) year period. All sums payable under this paragraph of Article 3 shall, at the election of Landlord, be payable either in a lump sum or in equal monthly installments, without interest, over a period of five (5) or ten (10) years.

(9) Nothing herein contained in this Article 3 of this lease shall in any manner restrict the right to Tenant to alter, remodel or change the interior of any buildings or improvements placed upon the demised premises without first obtaining written approval therefor from Landlord.

(10) Tenant agrees, at its sole cost and expense except as hereinafter provided, to level and finish grade the entire premises demised by the Major Lease (including the Brandeis Tract) in a manner and according to the Plans and Specifications prepared by the Leo A. Daly Company, such leveling and grading to commence

within thirty (30) days from the date of execution of this lease and thereafter to be continued and pursued with reasonable diligence (except delays occasioned by strikes or other causes beyond Tenant's control), the cost and expense of such leveling and grading to be approved in writing by Landlord prior to the commencement of any work in connection therewith. The acceptance of a bid from a Contractor or Contractors for such work by Tenant shall be deemed the commencement of such work. In the event that the cost and expense of such leveling and grading of the entire premises devised by the Major Lease shall exceed the sum of \$24,127.00 (the parties hereto agreeing that the Leo A. Daly Company shall determine the cost and expense of such leveling and grading), then and in such event, Landlord agrees to pay to Tenant on or before the expiration of 30 days from and after the date of the rendering, after the completion of said leveling and grading, of a certified statement prepared by the Leo A. Daly Company setting forth the cost and expense of such leveling and grading as aforesaid, 70 percent of the amount in excess of the sum of \$24,127.00.

(11) It is understood and agreed between the parties hereto that no contractor or subcontractor, materialmen, mechanics or laborers shall have the right to file or claim any Mechanic's Lien against the fee title interest of the premises devised by the Major Lease or against the respective leasehold interests of both Tenant and Landlord, or upon any building or improvement to be constructed on the premises devised by this lease, by Tenant, by reason of furnishing material or performing labor or services, and notice is hereby given that no contractor or subcontractor or anyone else who may furnish any material, service or labor for any building or improvement, or any part thereof, to be constructed on the premises devised by this lease shall at any time be or become entitled to any lien whatsoever thereon.

(12) Tenant agrees that in excavating for and in construction of any building or improvements on the premises devised by this

lease, it will conform to and observe all laws, rules and regulations relating to such excavation and construction, and at all times have and keep the Landlord and the premises demised by this lease free and the Lessor under the Major Lease discharged of any liability in favor of the owners of adjoining premises or any other person or persons on account of such excavation or construction.

(13) Landlord agrees, at its cost and expense, to pave with concrete, stripe, fixture and install lights on a parking area consisting of approximately seven (7) acres, located along and abutting Dodge Street and extending from the East boundary line of the premises demised by this lease to the East boundary line of the premises demised by the Major Lease, the said parking area being more particularly delineated and shown on the Plan attached hereto and marked EXHIBIT E, and by specific reference herein made a part hereof. Landlord agrees to complete such paving, marking, fixturing and lighting of said parking area simultaneously with or prior to the completion of the erection and construction of the buildings and improvements to be made by Tenant in accordance with the provisions of Paragraph (1) of Article 3 of this lease. Tenant agrees at its cost and expense to pave with concrete, stripe, fixture and install lights on the parking areas to be constructed by it upon the demised premises, simultaneously with or prior to the completion of the erection and construction of the buildings and improvements to be made by Tenant in accordance with the provisions of Paragraph (1) of Article 3 of this lease.

(14) As set forth hereinabove, the parties desire to ultimately develop the premises demised by the Major Lease as a shopping center, but the parties hereto understand and agree that the construction of only the buildings and improvements provided for in Paragraphs (1) and (13) of Article 3 of this lease is contemplated at this time, and that the construction of any buildings and improvements on the Brandeis Tract (if any) other than those

provided for in said Paragraph (13) of Article 3 shall be left to the sole discretion of landlord in all respects, except if and when landlord constructs any building or buildings or any improvement or improvements on the Brandeis Tract, such construction will be made within the area provided therefor as shown on the Plot Plan, EXHIBIT D.

(15) The parties hereto recognize that it is necessary at this time to make provision for, locate, construct and install below the surface of the premises demised by this lease, all necessary and requisite pipes and all other installations, for the construction and installation of a sanitary sewer and a storm sewer, which shall be of sufficient capacity so as to provide adequate and sufficient sanitary sewer and storm sewer services for the entire premises demised by the Major Lease, including but not in limitation of the foregoing, adequate and sufficient sanitary sewer and storm sewer services for all the buildings and improvements that may be constructed on the premises demised by the Major Lease. Tenant agrees, at its cost and expense, to have prepared by its Architect prior to the commencement of the construction and improvements to be constructed by Tenant under the provisions of Paragraph (1) of Article 3 of this lease, all the Plans and Specifications for the installation and construction of the storm sewer and the sanitary sewer, which said Plans and Specifications shall be approved in writing, by Landlord before the commencement of any such installation or construction, and when so approved shall be attached hereto, marked EXHIBIT F, and by specific reference herein made a part hereof. Tenant agrees on or before the commencement of the construction of the buildings and improvements provided for under the provisions of Paragraphs (1) and (13) of Article 3 of this lease, or simultaneously therewith, to install and construct below the surface of the premises demised by the Major Lease, at its cost and expense (subject to partial reimbursement by Landlord as hereinafter set forth) and in accordance with the Plans and Specifications

set forth in EXHIBIT F, all the necessary and requisite pipes and all other installations necessary and requisite for the construction and installation of said sanitary sewer and the storm sewer. Landlord shall have the right, at all times and at any time during the term of this lease and in any manner, to make and maintain connections with the storm sewer and the sanitary sewer to be thus constructed and installed by Tenant for the purpose of making such storm sewer and sanitary sewer services available to the Brandeis Tract, the cost and expense of such connections and the cost and expense of any and all necessary and requisite additional construction to be made on the Brandeis Tract therefor to be paid by Landlord. On or before the expiration of 30 days from and after the date of the making of such connections as aforesaid, Landlord agrees to pay to Tenant one-half (1/2) of the net amount of the cost and expense incurred and/or expended by Tenant for construction of that part of the sanitary sewer extending from the point where said sanitary sewer crosses or intersects the West boundary line of the Sears' Tract to the source of disposal (the net amount of such cost and expense to be determined by the Leo A. Daly Company) and one-half (1/2) of the net amount of the cost and expense expended and/or incurred by Tenant for construction of that part of the storm sewer extending from the point where said storm sewer crosses or intersects the East boundary line of the Sears' Tract on the South side of the Brandeis Tract to the source of disposal (the net amount of such cost and expense to be determined by the Leo A. Daly Company). Prior to the time of making of connections by Landlord with the said storm sewer and the said sanitary sewer, Tenant shall, at its cost and expense, make all necessary repairs to and replacements of such sanitary sewer and storm sewer installations. From and after the time that connections shall be made by Landlord with the said storm sewer and the said sanitary sewer, the parties hereto shall each be required, and each party agrees to make all necessary repairs to and replacements of such sanitary sewer and storm sewer installations located

upon its respective Tract, that is to say, Landlord shall make all the repairs and replacements to that part of the sanitary sewer and storm sewer located on the Brandeis Tract, and Tenant shall make all repairs and replacements to that part of the sanitary sewer and storm sewer located on the Sears' Tract, and all repairs to and replacements of that part of the sanitary sewer constructed and installed by Tenant which extends from the West line of the Sears' Tract to the source of disposal shall be made by Tenant, and the cost and expense therefor shall be borne equally by the parties hereto.

Tenant agrees to construct and install, at its cost and expense, and below the surface of the premises demised by this lease, all necessary and requisite pipes, conduits and other underground installations for water, gas, electricity, electric power, telephone and all other utilities and services that it may deem necessary or requisite for its use, and the necessary cables and wires therefor, and Tenant agrees, at its cost and expense, to make all repairs to and replacements of such installations.

(16) Prior to the time that Landlord shall need the premises hereinafter described for its use or for the use of any of its tenants or sublessees, Tenant shall have the right to use for parking purposes only, in connection with its retail-store operation on the premises demised by this lease, the premises located on the Brandeis Tract, described and delineated on the plans marked EXHIBIT G, which said plans shall be prepared at the cost and expense, and by the Architect of Tenant, and when approved in writing by Landlord, shall by specific reference herein become a part hereof; provided, however, that such use by Tenant and the paving thereof, which shall be only with asphalt, by Tenant and at Tenant's cost and expense, shall not be commenced until Landlord shall have approved said Plans and Specifications, as aforesaid. In this connection, it is further agreed that Landlord shall have the right any time that it desires to install and construct any building or buildings or any improvement or improvements on the

Brandeis Tract, to notify Tenant of its desire so to do, and Tenant agrees that it will, if directed in said notice (on or before the expiration of ninety (90) days from and after the date of said notice, and at its cost and expense), remove, dismantle and raze any and all of the pavement placed by Tenant on the premises described and delineated on EXHIBIT G.

(17) Up to and including the time when Landlord shall complete the construction of a building on the Brandeis Tract, to be used for a complete and integrated retail department-store operation (excluding thereby any retail operation other than a complete and integrated department-store business), and until same or any portion thereof shall become occupied for such purpose, Landlord and Tenant each hereby covenant and agree with the other as follows:

(a) Tenant shall under its exclusive supervision and direction, maintain, clean, repair, replace (which shall include the replacement of light fixtures, paving, curbing, sidewalks, streets, landscaping, drainage and the like), remove debris, ice and snow, plant and cultivate shrubbery, inspect, repair and keep lighted all of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings), whether improved or unimproved located on the premises utilized by the Major Leasee, all at the cost and expense of Tenant; subject, however, to the provisions of said subparagraph (f) of Paragraph (17) of Article 3 of this lease.

(b) Tenant agrees at all times to protect, indemnify and save Landlord's title and estate in the devised premises and Landlord free and against any and all penalties, fines, charges, costs, expenses, reasonable attorney fees, and liability or loss of any and every kind and character that may result to Landlord in any manner and at any time arising out of or resulting from or on account of any act or omission of Tenant out of any accident causing injury to any person whomever and whatever or any damages to property of every kind, character and description, whether directly or indirectly

to the use of all or any part of the premises demised by the Major Lease by Tenant or by any of its sublessees or subtenants or any agent, employee or customer of Tenant or any of its sublessees or subtenants, or due directly or indirectly to the operation and conduct of any business of Tenant or of any of its sublessees or subtenants, or due directly or indirectly from any cause whatsoever.

(c) Tenant agrees to pay before and become delinquent any and all taxes that may be levied and assessed against or to the improvements made pursuant to the provisions of Paragraphs (13) and (16) of this Article 3 of this lease, in addition to the taxes provided for in Article 11 of this lease.

(d) Landlord shall, at its cost and expense, maintain the unleased and unimproved portions of the Brandeis Tract in a clean condition, "clean condition" to mean and be limited to the removing of debris and the cutting of weeds if required by any ordinance of the City of Omaha made and provided therefor.

(e) Tenant shall have the right, power and authority to compile and promulgate and thereafter change or modify all rules and regulations which it may, in its sole discretion, deem necessary for the common use of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings) by Tenant and by its customers, officers, agents and employees and tenants and sublessees of Landlord and their respective customers, officers, agents and employees, if any. Copies of all such rules and regulations and any changes or modifications thereof shall be delivered to tenants and sublessees of Landlord.

(f) In the event that Landlord shall construct and lease for occupation by tenants or sublessees on the Brandeis Tract, a building or buildings to be used for purposes other than the operation of a complete and integrated retail department store as herein above defined, then in such event, such tenants or sublessees of Landlord shall pay to Tenant in its respective

proportionate shares of the cost and expense of maintaining, ^{including} operating and supervising all of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings), expended or incurred by Tenant under the provisions of this Paragraph (17) of Article 3 of this lease. At the end of each lease year (the lease year for such purpose to begin on August 1st of one year and end on July 31st of the succeeding year), Tenant shall calculate the actual amount of all costs and expenses that have been expended and/or incurred by Tenant with respect to such supervision, direction and maintenance, as aforesaid, for such lease year, and shall thereafter render to Landlord an invoice for Landlord's proportionate share thereof, which invoice shall include a tabulation of all costs and expenses ^{incurred} expended and/or incurred by Tenant therefor for such lease year (or for such shorter initial period). The proportionate share allocable to Landlord shall be an amount equal to the resulting sum obtained by multiplying the total of such costs and expenses by the ratio by which the total square feet of enclosed building space located on the Brandeis Tract bears to the total square feet of similar enclosed building space located on all of the premises devised by the Major Lease, provided, however, that in calculating the total square feet of enclosed building space, as aforesaid, all space occupied by public meeting halls shall be excluded therefrom, and Landlord shall pay its proportionate share, as aforesaid, on or before the expiration of fifteen (15) days from and after the rendering of said invoice by Tenant to Landlord.

(18) Landlord agrees that from and after the giving of notice to Tenant of its intention to construct a building on the Brandeis Tract, it will thereafter use its best efforts to complete such construction (except for delays occasioned by strikes or other causes beyond its control) as expeditious as possible. Toward that end, Landlord after giving such notice to Tenant, shall make diligent

effort for the occupancy of said building and/or to enter into a lease or leases upon all or a portion thereof with a tenant or tenants for such period or periods of time and upon such rent or rentals as Landlord, in its sole discretion, may deem proper and expedient, it being understood and agreed that such building and any and all other buildings or improvements that may be constructed by Landlord on the Brandeis Tract may be used for any purposes whatsoever, and especially for, but not in limitation of the foregoing, any purpose or use as may be reasonably expected to be a part of a shopping center or necessary for the promotion of a retail shopping and trading area; save and except that in no instance (restrictions therefor to be incorporated in all leases) shall any building or improvements constructed on the Brandeis Tract be used primarily for manufacturing or warehousing (excluding the warehousing of such goods, wares and merchandise in any retail location where the primary purpose is to conduct a retail business for the sale of goods, wares and merchandise) or agricultural purposes. The term "agricultural purposes" as used herein shall not include the operation of a retail business for the sale of seeds, plants, flowers, trees, garden tools, fixtures and similar products.

(19) All buildings and improvements located on the premises devised by this lease, when constructed and erected, shall become a part of the real estate devised by the Major Lease, to be held as security for the performance of Landlord's obligations under the Major Lease and Tenant's obligations under this lease.

Article 4

Supervision of Public Areas

After the completion of the construction of a complete and integrated retail department store building on the Brandeis Tract and the commencement of occupancy thereof for such purpose, the provisions of Paragraph (17) of Article 3 of this lease shall terminate and cease to be in force and effect, and Landlord and Tenant, for the remainder of the term of this lease, each hereby

covenants and agrees with the other as follows:

(1) Landlord shall under its exclusive supervision and direction, maintain, clean, repair, replace (which shall include the replacement of light fixtures, paving, curbing, sidewalks, streets, landscaping, drainage and the like), remove debris, ice and snow, plant and cultivate shrubbery, inspect, paint and keep lighted all of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings), whether improved or unimproved, located on the premises devised by the Major Lease, regardless of whether or not same shall have been constructed by Tenant or Landlord, and all costs and expenses therefor shall first be paid by Landlord, subject, however, to reimbursement from Tenant of Tenant's proportionate share thereof, all as hereinafter provided.

(2) Landlord shall have the right, power and authority to compile and promulgate and thereafter change or modify all rules and regulations which it may, in its sole discretion deem necessary for the common use of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings) by Landlord and Tenant, by their respective tenants and sublessees and by their respective customers, officers, agents and employees and the respective customers, agents, officers and employees of their respective tenants and sublessees, provided that such rules and regulations so promulgated by Landlord shall be reasonable and not interfere with Tenant's right of ingress and egress, to call of which said rules and regulations Tenant for itself and for its tenants and sublessees and its customers, agents and employees and the customers, agents and employees of its tenants and sublessees agree to continually abide by and comply with. Copies of all such rules and regulations and any changes or modifications thereof shall be delivered to Tenant. Said rules and regulations may include, if Landlord so determines, the designation of special areas for parking use by Tenant and Landlord and their respective agents and employees, and their respective tenants and its sublessees, and their agents and employees; provided, however, that such rules and regulations

shall not discriminate against ~~employees of~~ Tenant. Upon written request from Landlord, Tenant for itself and its tenants and sub-lessees will furnish Landlord with the names, automobile license numbers and make of automobile of all of their respective agents and employees. Tenant agrees to abide by all such rules and regulations.

(3) Landlord and Tenant may, when necessary, by reason of repairs and replacements temporarily close portions of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings) and such actions shall not constitute an eviction or disturbance of either Landlord's or Tenant's use of said areas.

(4) Landlord agrees, at its cost and expense, subject, however, to reimbursement from Tenant of Tenant's proportionate share thereof as hereinafter set forth, to obtain and maintain in force and effect in reliable and solvent insurance companies authorized to carry on business in the State of Nebraska, policies of insurance as follows:

(a) Public liability insurance with limits of liability of not less than \$100,000 for death or injury to one person, and of not less than \$500,000 for death of or injury to more than one person in or resulting from any one event or accident.

(b) Property damage insurance with limits of liability of not less than \$100,000 for each claim and an aggregate annual maximum liability of the insurer of not less than \$200,000.

(c) All of the foregoing policies of insurance shall contain provisions insuring Tenant, Landlord and any and all subtenants and lessees of Landlord against claims for death of or injury to person or damage to property resulting from any accident, collision or event whatsoever occurring in or upon the parking areas, sidewalks, alleys, streets and other public areas (not including buildings). Landlord agrees, from time to time, to furnish Tenant copies of or certificates evidencing such policies of insurance, together with copies of receipted invoices, showing that the premiums therefor have been paid by Landlord.

(5) Tenant agrees to pay to Landlord, Tenant's proportionate shares of the cost and expense of maintaining, operating and supervising (which shall include premiums for the afore-mentioned insurance) all of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings) under the provisions of this Article 4 of this lease (the aggregate of said areas being hereinafter referred to as "public areas") in the manner, at the times,

and in the amounts hereinafter set forth. Tenant shall pay in advance on the 1st day of each month during the entire term of this lease, Tenant's tentative proportionate share of such costs and expenses, such payments to commence on the 1st day of the month during which Landlord undertakes the supervision, direction and maintenance of said public areas, the amount of such monthly payment to be determined exclusively by Landlord. At the end of each lease year (a lease year for such purpose to begin on August 1st of one year and end on July 31st of the next succeeding year), Landlord shall calculate the actual amount of all costs and expenses that shall have been expended and/or incurred by Landlord with respect to such supervision, direction and maintenance, as aforesaid, for such lease year (or for such shorter initial period), and shall thereafter render to Tenant an invoice for Tenant's proportionate share thereof, which shall include a tabulation of all of the costs and expenses expended and/or incurred by Landlord therefor for such lease year and Tenant's proportionate share of such costs and expenses for each lease year shall be an amount equal to the resulting sum obtained by multiplying the total of such costs and expenses by the ratio by which the total square feet of enclosed building space located on the Sears' Tract (which for this purpose shall include the space occupied by the automobile service station and the garden area, and shall exclude the space occupied by public meeting halls) bears to the total square feet of similar enclosed building space, located on all of the premises defined by the Major Lease. If the amount of Tenant's proportionate share of such costs and expenses for any lease year is more than the aggregate total of the monthly payments theretofore paid therefor by Tenant to Landlord during such lease year, then in such event, Tenant agrees to pay Landlord on or before the expiration of fifteen (15) days after the receipt of such invoice, the difference between Tenant's said proportionate share of said costs

and expenses and the aggregate total of said monthly payments. If the amount of Tenant's proportionate share of such costs and expenses for any lease year is less than the aggregate total of the monthly payments theretofore paid therefor by Tenant to Landlord during such lease year, then in such event, Landlord shall deliver to Tenant, simultaneously with said invoice, its check for the difference between Tenant's said proportionate share of such costs and expenses and the aggregate total of said monthly payments. After the first lease year, the tentative monthly payments to be made by Tenant to Landlord for Tenant's proportionate share of the costs and expenses that may be expended and/or incurred by Landlord for the supervision, direction and maintenance of the public areas shall be based and calculated on the total of such costs and expenses expended and/or incurred by Landlord during the previous lease year.

Article 5

Covenants and Representations of Landlord

(1) Landlord hereby represents that Landlord is authorized to enter into this sublease; that the above-mentioned Major Lease, EXHIBIT A, is in full force and effect and that all of the conditions, covenants and agreements therein required to be fulfilled by Landlord to the date of this lease have been fully performed and discharged. Landlord covenants that it will faithfully and punctually perform and observe all the covenants and conditions set forth in said Major Lease to be performed by Landlord herein during the term thereof, and that if at any time default shall be made or suffered to be made in the performance or observance of any of the covenants or conditions of said Major Lease, or any part thereof, for the period of time and under conditions whereby the then owner in fee of the premises demised by the Major Lease and the then lessor thereof, should give Landlord notice (under Sections 8 and 9 on pages 14 and 15 of said Major Lease) of the proposed termination of said lease, Landlord hereby agrees to give Tenant written notice of such proposed termination of said Major Lease

at least twenty (20) days prior to the effective date thereof, and Landlord further agrees that if such proposed termination shall become effective, Tenant shall then have no further obligations under this sublease to pay rentals hereunder to Landlord or perform any of the other covenants and agreements herein contained insofar as those covenants and agreements are obligations hereunder to Landlord, but that all rentals due and payable hereunder, from the effective date of such termination of said Major Lease, and all covenants and agreements herein contained to be thereafter performed by Tenant, shall thereafter be payable and performed to the then lessor under said Major Lease, and Tenant agrees that from and after the effective date of such termination of the Major Lease, Landlord shall be completely released and discharged from performance of any and all obligations to be performed by Landlord under this lease and from compliance with any and all of the provisions of this lease. The consent to and acceptance of the terms and provisions of this lease as a sublease of the Major Lease are evidenced by a separate agreement entered into as of this date between Tenant, Landlord and the then lessor under said Major Lease, which agreement is attached hereto, marked EXHIBIT H, and by specific reference herein made a part hereof. This lease is made upon the express condition that Tenant's peaceable and quiet possession of the herein-demised premises will not be disturbed on account of any termination of the Major Lease, or anything done or caused to be done thereunder, so long as Tenant pays the rentals and performs the covenants and agreements on its part herein contained.

(2) Landlord hereby represents that it owns good and merchantable title to the leasehold estate derived by virtue of the said Major Lease, and that the same is now and will be at the beginning of the term hereof, free and clear of all encumbrances, mechanics' liens and any liens whatsoever except the liens of current taxes, subject, however, to zoning and subject also to rights of way and easements as shown on the Plat hereto attached, marked EXHIBIT I, and by specific reference herein made a part hereof. As evidence

of such title, Landlord hereby agrees to furnish to Tenant on or before the 1st day of August, 1958, an abstract of title certified within a reasonable time of such date, showing such good and merchantable title to said leasehold estate in Landlord, free and clear of any encumbrances, except as above, for examination by Tenant's counsel, or in the alternative, a title opinion of counsel for Landlord, addressed to Landlord, and for Landlord's benefit only, stating that Landlord owns such good and merchantable leasehold title. If, however, either of such opinions should show that there is any substantial defect or any defects in such leasehold title, then Tenant shall have the right, within fifteen (15) days after the rendition of such opinion by Tenant's counsel, or the receipt of such opinion of Landlord's counsel, to require Landlord to correct or remove such defect or defects. Thereafter, Landlord shall have a period of thirty (30) days within which to commence whatever proceedings might be necessary to correct such defect or defects and a period of one hundred eighty (180) days thereafter within which to carry out such corrections and cure such defect or defects in said leasehold title, and if such corrections cannot be carried out and such title cured within one (1) year after the rendition of such opinion by Tenant's counsel, or the receipt of such opinion of Landlord's counsel, then and in that event, this lease shall terminate and all rights of both parties hereto shall cease and determine.

(3) Landlord covenants that Tenant, on paying the rentals and performing all of the covenants and agreements herein provided to be performed by Tenant, shall and may peaceably and quietly have, hold and enjoy the desired premises for the term of this lease; subject, however, to all of the rights of Lessor under the Major Lease and the provisions of Article 9 of this lease.

Article 6

Plat or Survey

Landlord agrees promptly to furnish Tenant with a Plat or Survey of the entire premises devised by the Major Lease prepared by a licensed surveyor showing the boundary lines and dimensions of

the Sears' Tract and the boundary lines and dimensions of the Brandeis Tract, which said Plat or Survey shall be marked **EXHIBIT J**, approved in writing by the parties hereto and by specific reference herein made a part hereof.

Article 7

Zoning

(1) Landlord represents that the premises described by the Major Lease have been zoned as follows:

(a) The North 150 feet thereof lying immediately South of Cass Street produced (otherwise known as Underwood Avenue) as the 4th residence district;

(b) The next 150 feet immediately adjacent thereto on the South, being the South 150 feet of the North 300 feet of the entire tract, as the 8th residence district;

(c) The balance of the tract has been rezoned as the 2nd commercial district.

(2) In the event that either Tenant or Landlord shall at any time desire to file an application with appropriate public authorities requesting a rezoning of said 4th residence district and said 8th residence district or either of them to 2nd commercial district, then in such event, the other party, whether Landlord or Tenant, agrees to join with such applying party in the filing of such application.

Article 8

Covenants by Landlord as to Condition of Buildings and Improvements on Brandeis Tract

Landlord agrees that it will, at its cost and expense, keep and maintain or cause to be kept and maintained all buildings and improvements (except such improvements on the Brandeis Tract as Tenant is required to maintain under the provisions of Paragraph (17) of Article 3 of this lease, and except such improvements located on the Brandeis Tract as Landlord and Tenant are proportionately required to maintain under the provisions of Article 4 of this lease) located on the Brandeis Tract, in first-class, orderly, secure, safe, clean and sanitary condition and repair. Landlord agrees that with respect to the foregoing that it will

at all times conform on all matters and things with every law, regulation, order and requirement of any governmental or public authority whatsoever. Landlord further agrees that any buildings or improvements that may be constructed on the Brandeis Tract and any remodeling or altering of any such buildings and improvements, shall be constructed and made generally in an attractive and harmonious architectural design and generally consistent with any buildings and other improvements which may then be located on the Sears' Tract.

Article 9

Condemnation

(1) If during the term of this lease the demised premises, or a part thereof, be taken by appropriation to public use under the right of eminent domain, or be conveyed by the parties hereto and the Lessor under the Major Lease to avoid proceedings in appropriation:

(a) If the award is a single award for the Lessor under the Major Lease and Landlord and Tenant hereunder, the arbitrators chosen pursuant to the provisions of Article 10 hereof, shall make an apportionment as between Landlord and Tenant hereunder, of the balance, if any, of the said single award remaining after deducting therefrom the portion of such single award allocable to the Lessor under the Major Lease pursuant to the provisions of Section 10 of Division III of the Major Lease.

(b) If the award consists of a separate award for the Lessor under the Major Lease and a separate award jointly for Landlord and Tenant hereunder, the arbitrators chosen pursuant to the provisions of Article 10 hereof shall make an apportionment as between Landlord and Tenant hereunder of the said joint award made to Landlord and Tenant.

(2) In case of a partial appropriation or conveyance of the demised premises, as aforesaid, this lease shall continue in force and effect and there shall be an abatement of the rent thereafter to be paid in the proportion that the amount of land so appropriated or conveyed bears to the total of the amount of land demised by the Major Lease.

(3) In the event of the condemnation or taking in fee of a part of that portion of the herein-demised premises on which a department-store building or any portion thereof is located for any public use under the right of eminent domain, and thereafter

if Tenant cannot continue the use of the remaining portion of said department-store building, without substantial loss of efficiency or economy in the conduct of its business upon the remainder of such department-store building, then in such event, Tenant shall have the right at its cost and expense, at any time thereafter to tear down, remove, remodel and/or replace such department-store building or relocate same in such place on the demised premises as Tenant deems desirable and advantageous for the conduct of its business, notwithstanding the provisions of Paragraphs (4) and (5) of Article 3 of this lease. Tenant agrees, in the event of the necessity for remodeling, replacing or relocating such department-store building that it will with all reasonable diligence (except delays occasioned by strikes or other causes beyond its control), construct, complete or remodel in place and in stead of the torn-down and removed department-store building, a department-store building generally of the same dimensions and type of construction as that torn down and removed, provided, however, that the reconstructed department-store building shall in all events generally conform to the architectural design of any building or improvement which may then be located on the Brandeis Tract. With respect to any remodeling or tearing down and removal of any such department-store building and with respect to relocation and reconstruction of any such department-store building and the repair and maintenance thereof in the manner provided for in Article 3 of this lease, Tenant agrees to fully comply with every law and every regulation, orders and requirements provided therefor of any public authority whatsoever, and further agrees to hold and save Landlord free and harmless of all costs and expenses thereof and all liability and claim of liability therefor of every kind, character and description.

(4) In the event of the condemnation or taking in fee of a portion of the Brandeis Tract on which a building or improvement or any portion thereof is located, for any public use under the right of eminent domain, and thereafter Landlord and/or any of its

tenants and sublessees cannot confine the use of the remaining portion of said building or improvement, without substantial loss of efficiency or economy in the conduct of the business of Landlord or any of its tenants or sublessees upon the remainder of such building or improvement, then in such event, Landlord in its sole discretion, may at any time thereafter, tear down, remove, remodel and/or replace such building or improvements or relocate same in such place on the Brandeis Tract as Landlord or any of its tenants or sublessees deem desirable and advantageous for the conduct of their respective business or businesses, notwithstanding the provisions of Paragraphs (4) and (5) of Article 3 of this lease. Landlord agrees, in the event it determines to reconstruct any such building or improvement, that it will with all reasonable diligence (except delays occasioned by strikes or other causes beyond its control), construct and complete on the Brandeis Tract, a building or improvement in place and in stead of the torn-down and removed building or improvements; provided, however, that the reconstructed building or improvement shall generally conform to the architectural design of the department-store building which may then be located on the Sears' Tract. In the tearing down and removal of any such building or improvement, the relocating and construction of any such building or improvement, and in the repair and maintenance of any such building or improvement, Landlord agrees that it will at all times conform in all matters and things with every law and every regulation, orders and requirements provided therefor, of any public authority whatsoever.

(5) If more than fifty (50) percent of land area of the Sears' Tract is appropriated or conveyed, as aforesaid, then in such event either Landlord or Tenant may, by the giving of sixty (60) days' notice in writing to such effect to the other party, terminate this lease, provided, however, that such election to terminate this lease must be exercised within one hundred eighty (180) days from and after the date of said appropriation or conveyance.

Article 10

Arbitrators

(1) Wherever in this lease any provision is made for arbitration by arbitrators, there shall be three (3) arbitrators and one shall be chosen by each of the parties hereto and the third chosen by the two so chosen. The decision of any two of the arbitrators shall be final and conclusive upon the parties hereto. The decision shall be in writing, signed in duplicate by any two (2) of said arbitrators, and one copy shall be delivered to each of the parties hereto.

(2) The party desiring arbitration, as aforesaid, shall give written notice to the other party of such desire, naming therein the arbitrator selected by it. In the event the other party shall fail, within a period of fifteen (15) days after the giving of such notice, to notify the other in writing of the arbitrator selected by it, or in the event the two (2) arbitrators chosen shall fail, within fifteen (15) days after their selection, to agree upon the third, then the senior judge in service of the United States District Court for the State of Nebraska shall, on request of the party not in default, or upon the request of either party if neither is in default, appoint, within fifteen (15) days after such request, an arbitrator or arbitrators to fill the place or places remaining vacant.

(3) After the appointment of the arbitrators in accordance with the provisions of Paragraph (2) above, such arbitrators shall immediately commence consideration of the problem presented by the parties hereto. A full opportunity shall be given to both Landlord and Tenant to present facts and evidence for consideration by said arbitrators. A decision shall be made by the arbitrators within thirty (30) days of the date of their appointment. If such arbitrators should not be able to reach a decision within such thirty-day period, then and in that event, they shall be relieved of their duties and the problem or problems shall be determined by a new and different group of arbitrators to be

appointed in the same manner as provided above, and this process shall be repeated until a decision is finally reached by a majority of such arbitrators.

(4) Whenever, in any arbitration procedure under the terms of this lease, it becomes necessary to determine the land and/or building or improvements value of the premises demised by the said Major Lease, then and in such event, all arbitrators appointed in accordance with the provisions of this Article 10 must be members of the American Institute of Appraisers.

Article 11

Taxes and Assessments

(1) Tenant covenants and agrees to pay or cause to be paid, in addition to all other sums required to be paid by Tenant under the provisions of this lease, all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, including sewer use fees and charges for utilities, which may be taxed, charged, assessed, levied or imposed by the State of Nebraska, County of Douglas, City of Omaha, or any political subdivision or public agency authorized to levy and assess taxes, special assessments or other charges, upon or against this lease, or on all or any part of the herein-demised premises and any buildings, structures, fixtures or improvements now or hereafter located thereon or arising in respect of the occupancy, use or possession of the herein-demised premises, or any estate, right, title or interest of the owner of the fee, Landlord and Tenant, or any of them, or of any of their respective successors or assigns, in or to said herein-demised land, or to said buildings, structures, fixtures or improvements now or hereafter located thereon and which are assessed or become a lien at any time or from time to time during the term of this lease. Landlord having paid all the taxes that became due on January 1, 1958 (hereinafter referred to as the 1958 taxes) on the entire premises demised by the Major Lease, Tenant agrees to pay to Landlord an amount equal to five-twelfths (5/12) of thirty (30%) percent of the 1958 taxes on the entire premises demised by the Major Lease.

It is further agreed that taxes assessed during the term of this lease, but payable in whole or in installments after the termination of this lease, shall be adjusted and prorated, and that Tenant shall be required to pay only the prorated share for the length of time that shall have elapsed at the time of termination of this lease; and that Tenant shall not be obliged to pay any installment of any special assessment which may be levied, assessed or confirmed during the term of this lease, but which installment does not fall due and is not required to be paid during said term, or any special assessment levied during said term for any improvement not made during said term.

(2) Nothing herein contained shall be construed to require Tenant to pay any transfer, estate, inheritance, succession or gift tax or taxes imposed in respect of any devise or gift of any interest of Landlord or of its successors or assigns in the demised premises, nor any income tax imposed in respect of Landlord's income from the demised premises; provided, however, if the State of Nebraska, the City of Omaha or any other agency or subdivision of said state shall levy a tax or charge upon the rents of Landlord from the demised premises, and said tax or charge shall not be levied on incomes from whatever source arising, but is in effect an additional or a substitute tax on the demised premises or the owner thereof or the Landlord herein, then Tenant shall, upon demand and notice pay to Landlord, in addition to rental, the amount of any and all such tax or charge so levied.

(3) Except as permitted by the next paragraph, each and all of the taxes, assessments or other impositions above provided to be borne and paid by Tenant shall be paid and discharged by Tenant before any delinquency can occur therein, or in any part or installment thereof, in the name of the owner of the fee, and certificates of payment shall be promptly delivered to Landlord or its successors or assigns.

(4) Tenant shall have the right to contest the legality or validity of any of the taxes, assessments, charges, fees or other impositions herein provided to be paid by Tenant, but no such contest

shall be carried on or maintained by Tenant after the time limited for the payment of any such taxes, assessments, charges, fees or other impositions unless Tenant, at its option (a) shall pay the amount involved under protest, or (b) shall procure and maintain a stay of all proceedings to enforce any collection of such taxes, assessments, charges, fees or other impositions, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by a good and sufficient undertaking as may be required or permitted by law to accomplish such stay, or (c) shall deposit with Landlord, as security for the performance by Tenant of its obligations hereunder with respect to such taxes, assessments, charges, fees or other impositions, an amount equal to the principal of the contested taxes, assessments, charges, fees or other impositions, plus such further amounts as Landlord may reasonably require from time to time to cover all penalties, interests, costs and expenses that may accrue during the period of the contest. In the event any such contest is made by Tenant, Tenant shall, within fifteen (15) days after final determination thereof adversely to Tenant, fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Landlord shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the next preceding sentence. Tenant shall have and Landlord hereby irrevocably grants to Tenant, full right, power and authority to act in Landlord's name but at Tenant's discretion and expense in any action, proceeding or contest with respect to the determination of the amount, validity or legality of any and every obligation which is to be borne or paid by Tenant under this Article 11.

(5) Should Tenant fail within the time provided and before the same become delinquent to pay any of the taxes or assessments to be paid by Tenant including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without

paying the amount involved ~~under~~ protest or making the deposit or delivering an undertaking or bond, as aforesaid, thereupon or at any time thereafter, without notice to or demand upon Tenant, Landlord may, but shall not be obliged to pay, discharge or in any manner compromise or adjust the payment or obligation involved or any part thereof, and in case of any sale or sales to enforce or collect the same, Landlord may seek and effect any redemption therefrom as Landlord may deem fit, and Tenant shall repay to Landlord the full amount so paid and expended by Landlord, including any costs, expenses and reasonable attorney fees incurred by Landlord, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of six (6%) percent per annum from the date of payment of any such obligations, costs, expenses or attorney fees by Landlord until repaid, and in any and every one of such instances the legality and the validity of any such payment to the full amount paid or expended by Landlord and the regularity of all proceedings had in respect thereof or toward the enforcement thereof shall as between the parties hereto be conclusively deemed to exist.

(6) As between the parties hereto, Tenant alone shall have the duty of attending to making and filing any statement or report which may be provided or required by law as a basis of or in connection with the determination, equalization, reduction, payment or abatement of any and every obligation which is to be borne or paid or which may become payable by Tenant according to this Article 11, and Landlord shall not in any wise be or become responsible therefor nor for the contents of any such statement or report.

Article 12

Binding upon Successors and Assigns

It is further covenanted and agreed by and between the parties hereto that all the covenants, agreements, conditions and undertakings in this lease contained shall extend and inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto the same as if they were in every case

named and expressed, and that the same shall be construed as covenants running with the land, and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever and whenever applicable, the successors and assigns of such party the same as if in each case so expressed.

Article 13

Short Form Lease

Simultaneously herewith, Landlord and Tenant have executed a short form of lease for recording purposes and the terms thereof constitute a part hereof as though recited at length herein.

Article 14

Notices

(1) The rentals payable hereunder shall be paid in the form of checks, drafts or like instruments and shall be paid or mailed to:

The Brandeis Investment Company
Omaha 2, Nebraska.

(2) Any notice herein provided to be given to Landlord shall be given by registered United States mail, postage prepaid, addressed to Landlord, as above provided, for the payment of rentals.

(3) Any notice herein provided to be given to Tenant shall be given by registered United States mail, postage prepaid, and shall be addressed as follows:

Sears, Roebuck and Co.
Attn: Real Estate Manager
1409 South Lamar Street
Dallas, Texas.

(4) Any and all notices given as above provided shall be deemed to be given when deposited in the United States mail.

(5) Each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least fifteen (15) days' prior written notice of such change of address.

(6) If, at the time of making, giving or serving any declaration,

demand or notice under the provisions of this lease, the estate or interest of Landlord shall be encumbered by mortgage, or deed of trust in the nature of a mortgage, and Tenant shall have been notified by Landlord or the Lender, in writing, of the existence of such mortgage or deed of trust, and the address of the Lender thereunder or its designated agent or representative, then a duplicate copy of said every such declaration, demand or notice by Tenant shall also either (a) be delivered or caused to be delivered to such Lender or its designated representative or agent, or (b) be sent to said Lender or its designated representative or agent by registered or certified mail at the address so furnished to Tenant. Such Lender, at its option, at any time within which Landlord could so do, may do any act or thing required of Landlord by the terms of this lease, or do any act or thing which may be necessary and proper to be done in the observance of Landlord's covenants contained in this lease in order to prevent and preclude termination and surrender by Tenant hereunder; and any payments to be made and all things so done and performed by such Lender shall be as effective to prevent and preclude termination and surrender by Tenant as if made, done or performed by Landlord instead of by such Lender.

Article 15

Insurance - Tenant's Buildings and Improvements

(1) At all times during the term of this lease, including the period of construction or reconstruction of any building or improvement, Tenant shall, at its own cost and expense, keep all buildings and improvements at the time on the premises demised by this lease, insured against fire, lightning, windstorm, cyclone, tornado, hail, explosion, riot, riot attending strike, civil commotion, aircraft damage, vehicle damage and smoke, and other perils, if any, included within extended coverage and additional extended coverage (and also against war risks in the event insurance against such damage be provided by the United States

Government or an instrumentality thereof). In good and responsible insurance companies authorized to do business in the State of Nebraska, in an amount not less than eighty (80%) percent of the full insurable value thereof, exclusive of cellars and foundations. All such policies shall be payable to The Omaha National Bank, Omaha, Nebraska, as Trustee, for the benefit of Landlord and Tenant and the Lessee of the Major Lease, and all such policies and renewals thereof shall be deposited with said Bank, to the end that said Trustee shall be entitled to collect, for the use and benefit of Landlord and Tenant and the Lessee of the Major Lease, all money due under said policies, payable in the event of loss to or damage of said buildings and improvements. So far as the same may be procurable, said policies shall provide by rider or endorsement that any loss shall be payable to the Trustee for the benefit of Landlord and Lessee of the Major Lease, notwithstanding any act or neglect of Tenant which might result in the forfeiture of said insurance.

(2) In the event that the building or buildings on the Sears' Tract shall be totally destroyed or rendered totally unfit for their accustomed uses, by fire or any other casualty, within the period of twenty-five (25) years from the time of the completion of the construction of the department-store building provided for in Paragraph (1) of Article 3 of this lease, or in the event that the building or the buildings on the Sears' Tract shall be damaged or destroyed to the extent of fifty (50%) percent or more during said twenty-five (25) year period, as aforesaid, by fire or any other casualty, then in either of such events Tenant agrees to repair, rebuild and restore the said building or buildings and to remodel and alter the same to such extent and in such manner as Tenant, in its sole discretion, deems proper for the operation of its business, provided, however, that Tenant rebuilds and restores at least the approximate amount of square feet of building space contained in the said building

or buildings immediately existing prior to the occurrence of such destruction and that such rebuilt, restored, remodeled or altered building or buildings shall be in conformity with all other provisions of this lease, including EXHIBITS C and D. Tenant agrees that it will commence such reconstruction work promptly and will prosecute same with diligence to completion thereof.

(3) In the event that the building or buildings on the Sears' Tract shall be totally destroyed or rendered wholly unfit for their accustomed uses, by fire or any other casualty listed in Paragraph (1) of this Article 15, or in the event that said buildings be damaged or destroyed to the extent of fifty (50) percent or more, after the expiration of the twenty-five (25) year period referred to in Paragraph (2) of this Article 15 of this lease, then in either of such events, Tenant shall have, and is hereby expressly granted the right and option (to be exercised by the giving of notice to such effect to Landlord and the Trustees on or before the expiration of one hundred eighty (180) days from and after the date of destruction) to repair, rebuild and restore the said buildings and to remodel and alter the same to such extent and in such manner as Tenant, in its sole discretion, deems proper for the operation of its business, providing Tenant rebuilds and restores at least the approximate amount of square feet of space contained in the said building or buildings immediately existing prior to the occurrence of such destruction and that such rebuilt, restored, remodeled or altered building or buildings shall be in conformity with all other provisions of this lease including EXHIBITS C and D; and if Tenant elects to repair, rebuild and restore or to remodel and alter the said buildings, as aforesaid, Tenant agrees that it will commence such reconstruction work promptly and will prosecute the same with diligence to completion thereof. If Tenant does not elect to rebuild, restore, remodel or alter such damaged or destroyed building or buildings, as aforesaid, then it shall at the request of Landlord, promptly put the portion of the demised premises occupied by said building or buildings

in the same condition as same was as of the beginning of the term hereof.

(4) In the event that the said buildings on the Sears' Tract shall be partially damaged or destroyed by fire or any other casualty at any time during the term of this lease, to the extent of less than fifty (50%) percent, Tenant shall repair and restore said buildings to such extent and in such manner as Tenant shall, in its sole discretion, deem suitable for the operation of its retail-store business therein, providing Tenant rebuilds and restores at least the approximate amount of square feet of space contained in the said building or buildings immediately existing prior to the occurrence of such damage or destruction, and provided, further, that Tenant shall commence such repair and restoration promptly and prosecute the same with diligence, and provided, further, that such repairs and restoration shall in all events conform with the Plans and Specifications of EXHIBITS C and D.

(5) The proceeds of all insurance policies received by said The Omaha National Bank as trustee shall be held by it in trust to be applied in the following order:

First: Such insurance proceeds shall be subject to the action of mortgagee or trustee under a trust deed from Tenant upon its leasehold buildings and improvements thereon to apply such insurance proceeds to the total or partial retirement of the indebtedness secured by such mortgage or trust deed.

Second: The balance of such insurance proceeds remaining and not applied to the total or partial retirement of the mortgage or trust deed indebtedness, but not to exceed (i) the aggregate insurance proceeds received by trustee, (ii) Five Hundred Thousand Dollars (\$500,000.00) or (iii) the aggregate of the rentals, taxes, charges, etc. payable hereunder and accruing on and after date of the damage to or destruction of the buildings and improvements, whichever is the least, shall be held by the Trustee,

(a) As additional security for the payment to the Landlord and to Lessor under the Major Lease, of rentals and other charges provided for herein and in the Major Lease, pending the rebuilding or repairing of the buildings and improvements damaged or destroyed, or the termination or expiration of the lease term of the Major Lease, whenever first occurs,

(b) If Tenant rebuilds or repairs, for the purpose of defraying the cost of rebuilding or repairing such buildings and improvements as hereinafter provided,

(c) For the purpose of paying to Tenant any excess thereof remaining in the hands of the Trustee after the work of rebuilding or repairing, which has been completed and fully paid for, as more particularly set forth below. For the first twenty-five (25) years of the lease term hereunder, Tenant agrees to deposit with the Trustee concurrently with the payment under "First" above to the mortgagee or trustee under the deed of trust the amount, if any, by which the lesser of (i), (ii) or (iii) above, exceeds the amount of insurance proceeds in the hands of the Trustee after making said payment under "First" above; provided, that if after damage or destruction of one or more buildings on the demised premises, an undamaged building or buildings having a value of Five Hundred Thousand Dollars (\$500,000.00) or more remain on the demised premises, no such deposit shall be required to be made.

Third: As to the excess of any such insurance proceeds remaining after the application of "First" and "Second," supra, the Trustee shall pay all such excess to the Tenant.

With respect to the proceeds held under "Second" (a) above, and subject to (a) thereof, if at any time after such insurance proceeds come into the possession of said Trustee, the Lessee under said Major Lease (Landlord herein) is in default in the payment of any rent, taxes, assessments, liens or charges which

by the terms of the Major Lease has been agreed to be paid by the Lessee under the Major Lease, or if such default shall occur during the time such insurance proceeds or any part thereof are in possession of the Trustee, then the Lessor under the Major Lease shall have the right, upon demand, to require the Trustee to pay over to such Lessor so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee under the Major Lease is in default, as aforesaid, and such Lessor may demand and require whenever and as often as any such default shall have occurred on the part of the Lessee under the Major Lease. Should the fund held by the Trustee under said "Second" (a) above, by payments as above provided by the Trustee to the Lessor under the Major Lease, be reduced to less than twenty-five (25%) percent of said original sum held under "Second" (a) above, and should the Lessor under the Major Lease declare a default and forfeiture of said lease, then and in such events, upon demand to Trustee by the Lessor under the Major Lease, Trustee shall pay the balance in said fund to such Lessor in a lump sum. For each sum so paid by the Trustee to the Lessor under the Major Lease under the provisions of either of the two next preceding sentences, Tenant shall be entitled to a credit on the next maturing installment or installments of rental hereunder in the amount of such sum plus interest thereon at the rate of five (5%) percent per annum from the date of payment thereof by the Trustee to the Lessor under the Major Lease to the date or respective dates of maturity of the next maturing installment or installments of rental hereunder. Nothing herein contained shall be construed to permit Tenant to default in the performance of any covenants of this lease, but any rental paid by application of the credit hereinabove provided for shall not be considered to be in default. If pursuant to the provisions of the Major Lease, the Lessor thereunder proceeds against the Lessee thereunder and re-enters, such proceeding and re-entry shall be without prejudice to such

Lessor's right to the benefit of such insurance money in accordance with the foregoing provisions.

The insurance proceeds held under "Second" (b) and subject to (b) shall be paid out by the Trustee from time to time to the persons certified to be entitled thereto on architect's or engineer's estimates showing the amount due to designated persons for labor and material and other various items of building costs incurred or supplied for the repair, reconstruction or replacement of the damaged or destroyed improvements; provided, however, that it first be made to appear to the satisfaction of the Trustee that such amount necessary to pay the cost of the repair, repair or reconstruction according to the plans adopted therefor which is in excess of the amount in the hands of the Trustee available therefor, has been provided by the Tenant for such purpose and the application assured. Only at the expiration of the lease term under the Major Lease, or prior thereto, the Tenant not being in default under the terms of this lease, when Tenant has completed the reconstruction, repair or replacement of such damaged or destroyed buildings and improvements free from all materialmen's, mechanics', laborers' or other similar liens resulting from said reconstruction, repair or replacement, the Trustee shall pay the balance of any funds remaining to Tenant, as provided in "Second" (c), supra. In making the computation of the aggregate of the rentals, taxes, charges, etc. payable hereunder and accruing on and after the date of the damage to or destruction of the buildings and improvements, the rentals shall be computed on the basis of the rental currently payable at the time of the damage or destruction, and the taxes shall be computed on the basis of the amount thereof paid or payable for such year preceding the damage or destruction.

And said Tenant shall at any time, by least deed or mortgage of its leased estate, authorize the mortgagees or trustees therein named or its heirs to enter upon the leased premises

and to take or prosecute the reconstruction or repair of any building or improvements on the leased premises damaged or destroyed and to have and receive for his or their use for such purpose such insurance proceeds, then in that case such insurance proceeds shall be equally available to such mortgagee or Trustee as to the Tenant as above provided, and it shall in like manner and to like extent at his or their request be applied to the reconstruction and repair of any such building so injured or destroyed.

(6) In the event Tenant shall at any time neglect or fail to insure or to cause to be insured the buildings and improvements on the demised premises, as herein provided, Landlord may, at its option, but shall not be obligated so to do, procure or renew such insurance and pay the premiums thereon, which amounts shall be immediately payable by Tenant to Landlord, together with interest thereon at the rate of six (6%) percent per annum from the date of payment by Landlord.

Article 16

Mortgages

(1) Nothing herein contained shall in any manner restrict the right of Landlord at any time, and from time to time, to mortgage (or convey by trust deed or other appropriate instrument intended as security) its leasehold interest as Lessee under the Major Lease and its interest as Landlord under this lease (same to be a first mortgage or trust deed or a mortgage or trust deed subsequent in lien thereto); provided and on condition, that any mortgage or trust deed that may hereafter be made by Landlord (which shall include all renewals, replacements and extensions) shall recognize the lease of Tenant in the event of foreclosure, if Tenant is not in default. In the event that the mortgagee or trustee named in any mortgage or trust deed from Landlord shall come into possession of the premises demised by the Major Lease as a result of foreclosure proceedings, or as a result of an assignment of conveyance by Landlord, such mortgagee's and/or

trustee's possession shall be subject to the rights and interest of Tenant in the within lease, and from and after such time, the obligation of Tenant to pay rent, and the obligation of Tenant to perform each and all of the other covenants to be performed to the said mortgagee or trustee.

(2) Tenant shall have the right to encumber by mortgage, deed of trust, or other proper instrument in the nature thereof a security for any bona fide debt, its interest as Tenant under this lease in the defined premises with the buildings and improvements thereon, in an amount not to exceed seventy (70%) percent of the appraised value of the buildings, said mortgage or deed of trust to be amortized during a period of not more than thirty (30) years, but every such conveyance or encumbrance shall at all times be subject to the right, title and interest of the Lessor under the Major Lease, and the right, title and interest of the Landlord under this lease. If at any time after execution and recording in the Recorder's Office of Douglas County, Nebraska of any such mortgage or deed of trust, the mortgagee or trustee therein shall notify Landlord in writing that any such mortgage or deed of trust has been so given and executed by Tenant, and shall at the same time, either furnish Landlord with the address to which it desires copies of notices to be mailed, or designate some person or corporation in the city of Omaha as its agent or representative for the purpose of receiving copies of notices. Landlord hereby agrees that it will thereafter mail either to said mortgagee or trustee or the agent or representative so designated, at the address so given, a duplicate copy of any and all notices in writing, which Landlord may from time to time give or serve upon Tenant, under and pursuant to the terms and provisions of this lease.

Such mortgagee or trustee may at its option, before the rights of Tenant shall have been forfeited as provided for in this lease, pay any of the rents due hereunder, effect any insurance, pay any taxes or assessment, make any repairs or improvements,

make any deposits or do any act or thing required of or permitted to Tenant by the terms of this lease, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions of this lease, or prevent a forfeiture of this lease; and all payments so made, and all things so done or performed by any mortgage or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been, if done or performed by the Tenant in stead of by any such mortgage or trustee.

No such mortgage or trustee of the rights and interest of the Tenant hereunder shall be or become liable to Landlord as an assignee of this lease, until such time as such mortgage or trustee shall by foreclosure or other appropriate proceedings in the nature thereof, or as a result of any other action or remedy provided for by such mortgage or deed of trust, or by proper assignment or conveyance from Tenant, acquire the rights and interest of the Tenant under the terms of this lease; but any person or persons, corporation or company, whether a bank, an insurance company, or similar type of lending institution, acquiring the rights and interest of the Tenant under the terms and provisions of this lease, either by judicial sale thereof, made under and pursuant to the terms and provisions of any such mortgage or deed of trust, or as a result of any other action or remedy provided for by such mortgage or deed of trust, or as a result of any legal process or proceedings whatsoever, shall thereby be and become liable to Landlord for the performance of each and all of the terms, provisions and conditions of this lease as fully and completely as herein provided for an assignee of this lease. Said acquiring person or persons, corporation or company, shall furnish to Landlord a certified copy of all judicial proceedings showing their acquisition of Tenant's interest in said lease and leasehold.

Article 17

Mechanic's or other Liens or Charges -- Indemnification -- Conformity with Law

- (1) Tenant will at all times protect, indemnify and save

Landlord's title and estate in the demised premises from and against any prescription, right or easement whatever that might be acquired or established upon or to said demised premises or any part thereof, adverse to the title or estate of Lessor of the Major Lease and to the interest and estate of the Landlord herein under the Major Lease, and also from and against any and all penalties, fines, charges, liens, damages, costs, expenses, reasonable attorney fees and liability or loss of any and every kind and character that may result to Landlord herein and/or Lessor of the Major Lease, or that may be imposed on the premises demised by the Major Lease or on any part of said premises, for any building and improvements at any time on the premises demised by the Major Lease or on any part of said premises and/or resulting from or caused out of any act or omission of Tenant, or from default or failure of Tenant in the performance of any of its covenants and agreements contained in this lease or arising out of or in connection with the repair or erection of any buildings or improvements upon the demised premises, or out of any accident causing injury to any person or property whatsoever and whatever due directly or indirectly to the use of the premises leased by the Major Lease, or any part thereof, by Tenant or any of its sublessees or any agent, employee or customer of Tenant or of any of its sublessees. Tenant will save harmless and indemnify Landlord from the payment of all costs and expenses, including reasonable attorney fees, incurred or expended in collecting money due Landlord from Tenant under this lease or in enforcing the proper performance of Tenant's obligations hereunder, or in obtaining possession of the demised premises after default by Tenant or in prosecuting any suit or other proceeding in discharging the demised premises or any part thereof from any liens, judgments or encumbrances suffered by Tenant, or in defending any suit commenced by or against Tenant or any other person using or occupying any part of the demised premises to which suit Landlord is made a party without any fault on

Landlord's part; it being the intent and purpose of this paragraph to impose upon Tenant the responsibility of protecting the demised premises so that at the termination of this lease the demised premises shall be returned to Landlord free and clear of encumbrances, liens and charges, and further that Landlord shall receive the rentals herein provided for without diminution or abatement in any amount whatsoever, except as and to the extent herein otherwise provided with respect to appropriation by condemnation.

(2) Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the herein-demised premises for any labor or material furnished to Tenant, or claimed to have been furnished to Tenant, in connection with work of any character performed or claimed to have been performed on the demised premises by or at the direction or concurrence of Tenant, provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien, and provided, further, that Tenant shall give Landlord reasonable security in such amount and in such manner, as may be desired by Landlord, to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises by reason of such nonpayment; save and except that such security in all events need not exceed one and one-half times the amount of such lien or claimed lien. On final determination of the lien or claim for lien, Tenant will immediately pay any judgment rendered against it, together with all costs and charges and shall have the lien released or judgment satisfied and released of record, all at Tenant's cost and expense. If Tenant shall fail to pay any such judgment or if Tenant shall fail to pay any such lien or claimed lien, not contested by Tenant, Landlord may, but shall not be obligated to pay any such judgment, lien or claimed lien and Tenant agrees to forthwith repay to Landlord any and all amounts so paid by Landlord together with interest thereon at the rate of six (6%) percent per annum thereon to date of repayment by Tenant.

(3) Tenant agrees that in the construction, altering, remodeling or changing (both exterior and interior), tearing down and removing of any and all buildings or improvements upon the demised premises, and in the conduct of its business on and in the use of the demised premises, it will fully conform with all laws, rules, regulations and ordinances of every governmental authority made and provided therefor.

Article 18

Defaults

(1) This lease is made upon the express condition that Tenant shall faithfully and punctually perform and observe all the agreements, covenants and conditions herein set forth to be performed by Tenant, and that if at any time any installment of rent, taxes, assessments, charges or any other moneys required to be paid by Tenant hereunder, or any part thereof, shall be in arrears and unpaid for a period of thirty (30) days after becoming due, or as to taxes and assessments, delinquent, or if default shall be made or suffered in the performance or observance of any of the other covenants or conditions of this lease, and if any such default shall continue for a period of ninety (90) days after notice in writing thereof shall have been given by Landlord to Tenant, Landlord shall have the right, at its election, to terminate this lease or to enter upon the demised premises and take immediate possession thereof, and to bring suit for and collect from Tenant all rents, taxes, assessments, payments or other charges which shall have accrued up to the time of such entry, and thenceforward from the time of such entry this lease shall become void to all intents and purposes whatsoever, and this lease and all improvements upon the demised premises shall be forfeited to Landlord without compensation therefor to Tenant; provided that Tenant may at any time before the expiration of such period of thirty (30) days or ninety (90) days, as the case may be, pay and perform the engagements of this lease for which Tenant shall be in default, and thereby prevent such entry

and forfeiture. Such right to sue and the right to forfeit and re-enter upon the terms above provided are cumulative and not exclusive either of each other or of any other lawful right or remedy that Landlord may have, and the fact that Landlord may have brought suit and recovered judgment for rent or other sums in default hereunder shall not impair its right to forfeit this lease and re-enter, upon the terms hereinbefore provided, in case the default upon which such suit was based shall continue unsatisfied for the period of time hereinbefore stipulated for such forfeiture and entry. In case Landlord does not elect to exercise its right to terminate this lease conferred by the foregoing provisions of this Paragraph (1), Landlord shall nevertheless have and Landlord is hereby expressly given the right at its sole election to re-enter the demised premises with or without legal process, should any of the events of default hereinbefore specified take place or occur, and to remove Tenant's signs and all property and effects of the Tenant or other occupants of said premises, and if Landlord so desires and elects, to relet the said premises or any part thereof upon such terms and to such person or persons and for such period or periods as may seem fit to Landlord; and in case of such reletting, Tenant shall be liable to Landlord for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this lease (except as hereinafter otherwise provided) and the net rents and payments for such residue of the term (except as hereinafter otherwise provided) realized by Landlord by such reletting, such net rents and payments to be determined by deducting from the entire rents and payments received by Landlord from such reletting, the expenses of recovering possession, reletting, altering and repairing said premises and collecting rents therefrom; and Tenant hereby agrees to pay to Landlord such deficiency each month (for the purpose of computing such deficiency the rent and other payments herein reserved per month shall be considered

to be one-twelfth (1/12) of the then applicable annual rent and payments herein reserved) as the same may accrue. Tenant shall pay to Landlord within ten (10) days after the expiration of each month during such residue of the term (except as herein after otherwise provided) the difference between the reserved rents and payments for said month, and the net amount realized by Landlord from the premises during said month from such reletting, provided that if Landlord shall relet the entire demised premises for the entire residue of the term of this lease, then, if Landlord so elects, Tenant shall and hereby agrees to pay to Landlord in a lump sum the entire deficiency for the entire residue of the term, the same being the aggregate of all future deficiencies discounted at the legal rate of interest, such lump sum payment to be made within thirty (30) days after notice by Landlord to Tenant of such election. Nevertheless, except upon such discounted lump sum payment as aforesaid, Landlord shall have the right at its option at any time after such re-entry and reletting, in its sole discretion, to terminate this lease with forfeiture as hereinbefore provided, and thenceforward there shall be no liability on the part of Tenant for any future accruing rents or payments reserved under this lease.

(2) Neither this lease nor any interest therein, nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord may

at its option terminate this lease and all rights of Tenant herein, by giving to Tenant notice in writing of the election of Landlord so to terminate. Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or a receiver for Tenant's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent.

Article 19

Assignment

(1) It being of the essence of this lease agreement and a primary consideration for Landlord's entering into this lease that Sears, Roebuck and Co., the Tenant herein, shall construct a department-store building on the demised premises and for a period of at least twenty-five (25) years after the completion of said department-store building, maintain and operate on the demised premises a department store all as hereinabove provided, and the Landlord entering into this lease with special faith in, and reliance upon, the establishment, maintenance and operation of such department store by Sears, Roebuck and Co. only, Tenant agrees that prior to and until the expiration of said twenty-five (25) year period stipulated for in Article 1 of this lease, Tenant shall not assign or transfer this lease (except by mortgage or trust deed as provided in Article 16), or sublet the demised premises or any part thereof (except as provided in Paragraph (2) of this Article 19), without the written consent of Landlord first had and obtained, and any purported transfer or assignment of this lease by Tenant or any purported subletting of the demised premises or any part thereof, except such assignment or subletting as may be authorized hereunder, shall be null and void.

From and after the expiration of said twenty-five (25) year period, Tenant shall have the right to assign or transfer this lease upon prior written consent thereto by Landlord, which written consent Landlord shall not unreasonably withhold, if (a) the rents,

all taxes, assessments, charges, liens, penalties, claims for deposits and other sums at the time payable hereunder by Tenant shall have been fully paid; (b) there be at the time no existing default on the part of Tenant under any of the other covenants, agreements and conditions of this lease; (c) the assignee shall in writing expressly assume and agree to perform all of the engagements hereunder and all and singular the covenants and agreements hereof; (d) Tenant shall deliver to Landlord a duplicate original of said instrument of assignment, transfer and assumption; (e) such instrument shall be duly filed and recorded in the office of the Register of Deeds of Douglas County, Nebraska by Tenant or the assignee within ten (10) days after execution thereof; and (f) Tenant shall in all events remain primarily liable jointly and severally together with the assignee for the payment of all rents and all other moneys required to be paid by Tenant hereunder, and the performance of all of the terms, covenants, agreements and obligations to be performed by Tenant hereunder. Landlord on its part agrees that it will at any time, upon reasonable notice and request, give to Tenant a written statement as to whether there is to its knowledge any existing default on the part of Tenant in the performance and observance of the covenants, agreements, conditions and obligations of this lease to be performed and observed on the part of Tenant. No assignment of this lease unless conforming in all respects to the above conditions shall be of any validity or effect.

(2) Nothing hereinabove contained shall in any manner prevent Tenant from subletting any portion of the herein-demised premises to any concessionaires or licensees who operate such concessions on the herein-demised premises as an integral unit of Tenant's operation without the consent of Landlord; provided, however, and on condition that the aggregate total of the premises subleased to such concessionaires or licensees shall in no event exceed twenty (20%) percent of Tenant's building space.

Article 23

Landlord's Rights Cumulative
-- No Change Except by Writing

All rights and remedies of Landlord under or in connection with this lease shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law.

No agreement shall be held as changing or in any manner modifying, adding to or detracting from any of the terms or conditions of this lease unless such agreement shall be in writing and executed by both parties hereto.

Article 24

Compliance with Major Lease

Tenant agrees that its performance under this lease shall in all respects conform to and comply with the terms and conditions of said Major Lease; and Tenant in this respect further agrees for itself and for its officers, agents, employees, tenants and sublessees that it will not do or permit to be done, anything that will in any manner cause or furnish ground for a termination or forfeiture of said Major Lease and Landlord's rights and interests thereunder.

Article 25

Right of Entry

Landlord, its agents and representatives and employees, shall, in addition to all other rights as to use granted herein, have the right to enter upon the premises demised hereunder, at all times, for the purpose of examining or exhibiting same or for the purpose of doing anything which it has the right to do under this lease.

Article 26

Signs

(1) Tenant shall not place, affix or display in any manner, or suffer or permit the affixing or displaying upon or in connection with demised premises, any display or advertising sign or device without the written consent of Landlord first obtained,

which consent shall not unreasonably be withheld by Landlord, nor shall Tenant designate, subject to the provisions of Paragraph (2) of Article 26 of this lease, the name by which the shopping center shall be known.

(2) At and after the time when any building shall be constructed on the Brandeis Tract to be used for a retail store operation,

(a) Landlord and Tenant shall jointly designate a name by which the shopping center shall be known, provided however, that such name shall not include either the name of the Tenant or Landlord, and Tenant shall thenceforth at all times use as its business address the name so designated.

(b) Landlord shall have the exclusive right, power and authority to install and construct, at such location or locations as it may deem advisable, on the premises demised by the Major Lease (including the premises demised herein) such sign or signs as Landlord, in its sole discretion, may deem advisable for advertising the Shopping Center. The cost and expense of the installation and construction of such sign or signs shall be paid in the first instance by Landlord, but subject to reimbursement by Tenant of its proportionate share (as hereinafter defined) thereof, or Ten Thousand Dollars (\$10,000.00) whichever shall be the lesser sum. The cost and expense of the maintenance, repair and replacement thereof and the cost of electric power and other expense in connection with keeping such sign or signs illuminated shall be paid in the first instance by Landlord, but subject to reimbursement by Tenant of its proportionate share thereof. The term "proportionate share" as used herein shall mean the resulting sum obtained by multiplying the total of such costs and expenses by the ratio by which the total square feet of leased building space

(as defined in Paragraph (5) of Article 4) located on the
Seers' Street bears to the total square foot of enclosed
building space (as defined in Paragraph (5) of Article 4
located on all of the premises demised by the Major Lease.
On or before the 15th day of each calendar month, Landlord
shall submit to Tenant an invoice tabulating such cost and
expense, incurred or expended during the previous calendar
month and Tenant agrees to pay its proportionate share of
the amount of such invoice within ten (10) days after the
receipt of such invoice.

Article 27

Subleasing

Except as provided in ~~Paragraph (2)~~ of Article 19 hereof,
Tenant shall not sublease the herein-demised premises or any
portion thereof without the written consent of Landlord, and
any such sublease without such consent of Landlord shall be
of no validity or effect.

Article 28

Possession of Premises at Termination

Tenant agrees that at the termination of this lease by ex-
piration of time or otherwise, it will surrender and deliver up
the herein-demised premises together with all buildings and im-
provements thereon, accessibly to Landlord.

Article 29

Tenant Not to Operate or Own
Competitive Business within
Defined Area

Except for its present store located in Council Bluffs,
Iowa, Tenant agrees that it will not be or become interested in,
directly or indirectly, financially or otherwise, nor own, main-
tain or operate during the first ten (10) years of the term of
this lease within an area twenty-five (25) miles distant in
every direction from the boundaries of the demised premises, a
department store business conducted in a building or structure

containing more than one hundred thousand (100,000) square feet of enclosed building space, and similar to or in any manner competitive with the business to be operated by Tenant on the demised premises. Notwithstanding the foregoing, this restriction shall not apply to Tenant's present two (2) stores located in Omaha, Nebraska, (namely, the Franklin Street store and the South Omaha store) until the department store building provided for in Paragraph (1) of Article 3 of this lease is completed and occupied.

Article 30

Lease governed by Laws of
the State of Nebraska

This lease and all the provisions thereof shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed the day and year first above written and their respective corporate seals to be affixed thereto, all pursuant to authority therefor from their respective boards of directors.

THE WOODBURY TRADING COMPANY

by Ala. Bar
Vice-President

Attest: E. F. Rittus
Secretary

LANDLORD

W. H. HEBBURN, JR. CO.

By Joe
Vice-President

Attest: L. W. Newman
Assistant Secretary

TENANT

CITY OF NEBRASKA)
COUNTY OF DAWSON)

On this 23rd day of June, 1958, before me, a
Notary Public in and for the said County, personally appeared

the above-named - Allen Barr - Vice-President
of THE BRANDEIS INVESTMENT COMPANY, a Nebraska corporation, who is
personally known to me to be the identical person whose name is
affixed to the above instrument as Vice-President of said Corpo-
ration, and acknowledged the execution thereof to be his volun-
tary act and deed and the voluntary act and deed of said The
Brandeis Investment Company.

WITNESS my hand and Notarial Seal the date last aforesaid.

Thyler B. Douglas
Notary Public

My Commission expires November 19, 1964.

STATE OF Texas }
COUNTY OF Dallas } SS

On this 22nd day of July, 1958 before me, a
Notary Public in and for the said County, personally appeared the
above-named R. L. Taylor, Vice-President of
SEARS, ROEBUCK AND CO., a New York corporation, who is personally
known to me to be the identical person whose name is affixed to
the above instrument as Vice-President of said Corporation, and
acknowledged the execution thereof to be his voluntary act and
deed and the voluntary act and deed of said Sears, Roebuck and
Co.

WITNESS my hand and Notarial Seal the date last aforesaid.

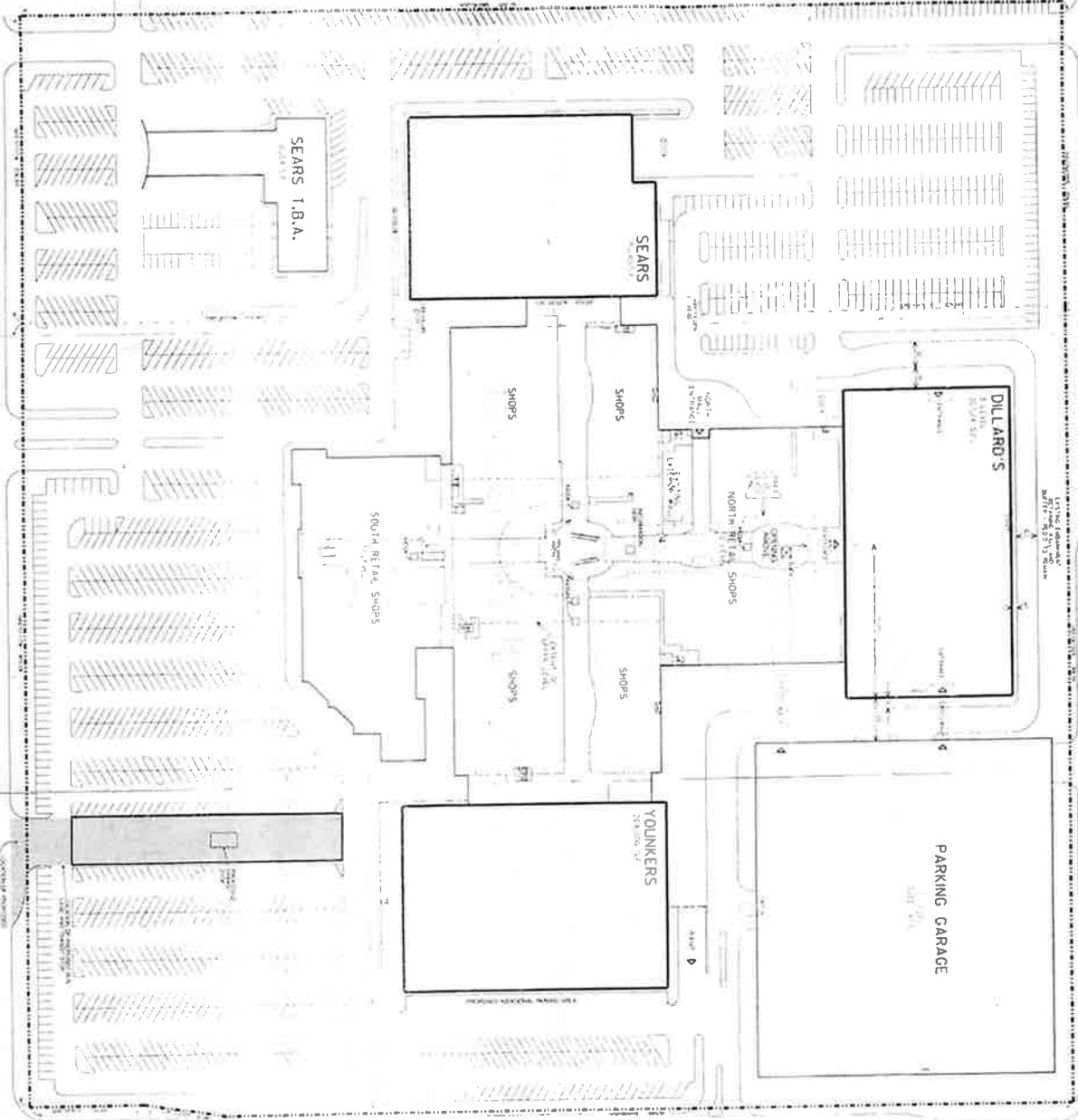
Alida Macune
Notary Public

My Commission expires June 1, 1959.

DODGE STREET

CASS STREET

72ND STREET



LAND

DEVELOPER'S TRACT

SEARS TRACT

TOTAL ACRES ON SITE

SEARS

MAN BLDG.

TOTAL

YOUNKERS

DILLARD'S

SMALL SHOPS

TOTAL G.L.A.

SPACES PROVIDED

PARKING GARAGE

SEARS SERVICE

RETAILING SURFACE

TOTAL SPACES

25.85

9.79

35.64

180,421

181,134

198,555

201,656

201,656

2110

934

944

3688



MELVIN SIMON & ASSOCIATES, INC.

CROSSROADS
OMAHA
NEBRASKA

CLUBHOUSE

15 B

*File
X Rds
Lease*

LEASE SUMMARY

Date of Lease : June 23, 1958

Lessor : The Brandeis Investment Company

Lessee : Sears, Roebuck and Co.

Term : August 1, 1958 to July 31, 2053

Use : Lessee agreed to use premises exclusively for operation of a department store for the sale at retail of goods, wares and merchandise. Lessee further agreed to operate a department store on the premises for a period of 25 years after the date of construction of the department store building. Lessee agreed not to use more than 90,000 square feet in the aggregate of inside building space.

Rental : \$12,666.66 annually for the 4-year period from August 1, 1958 to July 31, 1962; \$13,333.33 annually for the 6-year period from August 1, 1962 to July 31, 1969; \$15,000 annually for the 10-year period from August 1, 1979 to July 31, 1979; \$20,000 annually for the 10-year period from August 1, 1979 to July 31, 1989; and amounts for the 10-year periods between 1989 and 2053 which are derived by computing 2/3 of the percentage of \$30,000 which the Consumer Price Index of a given calendar year bears to the Consumer Price Index for the calendar year 1954 (consult lease for details).

Construction, Re- :
pairs, Maintenance
and Use of Buildings
Parking Areas

1. Lessee promised to construct a 3-story department store building, parking area and automotive service station within 5 years after the date of lease. Lessee had right to use Brandeis tract for parking purposes prior to time Lessor constructed an integrated retail department store building.
2. Lessee agreed to keep and maintain all buildings and other improvements in first-class, safe and sanitary condition until the integrated retail department store building was completed.
3. At any time after 25 years from the date the department store building is completed, Lessee has right to tear down or remove the building.
4. Lessor agreed to pave, stripe, fixture and install lights on a 7-acre parking area.

Supervision of :
Public Areas

After the construction of an integrated retail department store building, Lessor must maintain, repair, remove debris, ice and snow, etc. from all of the parking areas, sidewalks, alleys, streets and other public areas, whether constructed by Lessee or Lessor. Lessor also has right to promulgate or change any rules and regulations for use of common areas.

Lessee agreed to pay proportionate shares of cost and expense of maintaining and operating all of the common areas on 1st day of each month during term of lease, based on percentage of total square feet of Sears building space to the total square feet of similar building space located on entire premises.

**Taxes and
Assessments**

- : Lessee agreed to pay all taxes, and assessments against the department store building.

Insurance

- : Lessee must keep all its buildings and improvements insured.

CROSSROADS TENANT LEASE

Sears, Roebuck and Company

- (1) Lease dated June 23, 1958 between Brandeis Investment Company as Landlord, and Sears as Tenant.
TERM: August 1, 1958 to July 31, 2053
- (2) Amendment to Lease dated July 11, 1958 between Brandeis Investment Company and Sears modifying language of Lease.
- (3) Agreement dated November 12, 1958 between Brandeis Investment Company and Sears further modifying Lease.
- (4) Amendment to Lease dated November 13, 1958 between Brandeis Investment Company and Sears further modifying Lease.
- (5) Agreement dated February 19, 1959 between Myron Co., Brandeis Investment Co. and Sears modifying Lease between Myron Co. and Brandeis Investment Co., and providing for Lease between Myron Co. and Sears in the event of termination of the Myron-Brandeis Investment Co. Lease.
- (6) Agreement dated April 28, 1959 between Myron Co. and Brandeis Investment Co. and Sears, Roebuck and Company
- (7) Agreement dated April 28, 1959 between Myron Co. and Brandeis Investment Co. and Sears regarding 10 foot strip of land on Cass Street.
- (8) Agreement dated June 25, 1959 between Myron Co. and Brandeis Investment Co. regarding utilities easement.
- (9) Easement dated June 25, 1959 between Myron Co., Brandeis Investment Co. and Sears granting utilities easement.
- (10) Acceptance of Grant dated August 6, 1959 signed by Metropolitan Utilities District.
- (11) Indemnity Agreement dated August 26, 1959 signed by Brandeis Investment Co. indemnifying Myron Company regarding curbing and paving.

Sears, Roebuck and Co.

MIDWESTERN TERRITORY ADMINISTRATIVE OFFICES

7447 SKOKIE BOULEVARD

SKOKIE, ILLINOIS 60076

August 11, 1983

Security Title Insurance Agency
700 Grain Exchange Building
1905 Harney Street
Omaha, Nebraska 68102

Attention: Dave Stuczynski

Dear Mr. Stuczynski:

Sears Roebuck & Co. ("Sears"), is the lessee under the lease ("Lease") dated June 23, 1958 by and between Sears and The Brandeis Investment Company ("BIC") for a portion of the property commonly known as the Crossroads Shopping Center. It is the mutual understanding of Sears and BIC that the property line shown on the survey prepared by Lamp Ryneearson & Associates in connection with the sale of the Crossroads Shopping Center by BIC to an affiliate of Melvin Simon & Associates correctly shows the demarcation of the Sears property line under the lease.

The statement above is subject to the following:

1. Neither BIC nor Sears Roebuck & Co. has in their files a copy of Exhibit B to the lease which showed both the legal description and the plot plan for the Sears tract.
2. Both BIC and Sears have reviewed the survey and believe that it conforms to the property line as it has been recognized by the parties during the lease term.

Yours truly,

SEARS, ROEBUCK and CO.

By

THE BRANDEIS INVESTMENT COMPANY

APPROVED
JAS
0766MW

By

EXHIBIT G



Midwestern Territory Administrative Offices
7447 SKOKIE BOULEVARD
SKOKIE, ILLINOIS 60077

December 1, 1983

Crossroads Shopping Center
Company Limited Partnership
c/o M.S. Management Associates, Inc.
P. O. Box 7033
Indianapolis, Indiana 46207

Re: Omaha, Nebraska
Crossroads Shopping Center

Please be advised that as a part of our Financial Services Network program, Sears intends to locate and operate offices of Coldwell Banker and Dean Witter in our retail store at the subject location.

Article 1 of our lease dated June 23, 1958, with The Brandeis Investment Company, to whose interest you have succeeded as Landlord, prohibits, in part, operation of a bank or finance business or real estate rental and sales business in the demised premises.

Kindly indicate your approval of our operation of a bank or finance business and real estate rental and sales business (so long as same are operated by Sears or its subsidiary) in the demised premises, by executing the enclosed copy of this letter and returning it to me.

Very truly yours,

SEARS, ROEBUCK AND CO.

By: *Ray DeFano*
Real Estate Manager

APPROVED
RS
D7651

Approved and agreed to this
_____ day of December, 1983

CROSSROADS SHOPPING CENTER
COMPANY LIMITED PARTNERSHIP

By: Crossroads Shopping Center
Company, Inc.

By: *Herbert Simon*
Herbert Simon, President

A SEARS ROEBUCK COMPANY

7781

EXHIBIT H

**MELVIN SIMON
& ASSOCIATES, INC.**

Merchants
P.O. Box 7000
Indianapolis, IN 46207
Phone: (317) 636-1600
Writer's Direct Dial: _____

5-82/10
LEFT SIDE

February 11, 1986

George B. Shaw
Sears, Roebuck & Company
7447 Skokie Blvd.
Skokie, IL 60077

RECEIVED
MAIL FILES

RE: Crossroads Mall
Omaha, Nebraska

Dear George:

The purpose of this letter is to confirm the agreements reached between Herman Renfro of this office and Ed Rosenhower concerning the expansion of the Crossroads Mall in Omaha, Nebraska.

We understand that Sears has approved our plans for the Phase I expansion of the Crossroads Mall. This expansion will include the addition of 40,000 square feet of mall shops on one level on the south side of the existing shopping center. In addition to the expansion, we will renovate the existing interior mall area, including the mall area in front of the Sears store which is located on the Sears leased premises.

It is our understanding that you have also approved, in concept, a Phase II expansion which would add a new department store and two levels of mall shops on the north side of the center. We recognize that you have reserved the right to approve the final site plan for this Phase II expansion, but that you will cooperate in every reasonable way to make the Phase II expansion a reality.

In connection with our Phase I expansion, we will prepare and forward to you for review an amendment to your existing lease which incorporates, among other things, a new site plan for the center and also provides that in consideration for Sears granting of their approval to the Phase I expansion, Sears' share of shopping center common area costs shall be reduced, beginning January 1, 1986, to a proportionate share of the cost of maintaining and repairing the exterior common areas of the shopping center only.

In addition, the amendment will provide that Sears shall have the right, exerciseable upon the later to occur of (i) January 1, 1989, or (ii) the day on which the Phase II expansion opens for business, to elect to maintain the exterior common areas located on the Sears leased premises at Sears sole cost and expense. So long as Sears maintains its own exterior common areas, it shall have no obligation to pay Landlord any share of common area costs, provided, however, if studies indicate that

EXHIBIT I

either the Landlord or Sears experiences a shortage of parking spaces to support their respective gross leaseable area, Sears and the Landlord shall work together to arrive at a mutually agreeable solution which will require the party who must "borrow" sufficient parking to support its own GLA to bear a proportionate share of the cost of maintaining the borrowed parking.

If you find the contents of this letter satisfactory, please so indicate by signing both of the enclosed copies and returning one to our attention. Upon our receipt of the signed letter, we will prepare and forward to your attention for review a draft of lease amendment.

Very truly yours,

CROSSROADS JOINT VENTURE, an
Indiana General Partnership
By: Crossroads Shopping Center
Company Limited Partnership,
an Indiana corporation, its
General Partner

By: 
Herbert Simon, President

AGREED AND ACKNOWLEDGED:

SEARS, ROEBUCK AND COMPANY

By: 
George B. Shaw

Date: Feb 19, '86

AUG. 9.2002 10:25AM

SEARS REAL ESTATE

NO.789 P.3

SIMON

MELVIN SIMON & ASSOCIATES, INC.

January 31, 1991

VIA FACSIMILE
(312) 906-0132
AND VIA FEDERAL EXPRESS

Sears Roebuck and Co.
Merchandise Group
Department 766
Sears Tower
Chicago, Illinois 60684

RE: Sears Roebuck and Co. ("Sears")
(0582/0010)
Crossroads Shopping Center
Omaha, Nebraska

Gentlemen:

Over the course of the last several months, the local Transit Authority for the City of Omaha ("Transit Authority") and Crossroads Joint Venture ("Crossroads") have been in negotiations regarding the relocation and construction of a new Bus Transit Center in that area of the Crossroads Shopping Center parking lot area as shown on the attached site plan. Construction of this Bus Transit Center shall also involve the creation of a bus lane in that area shown on the attached site plan.

Pursuant to Article III, paragraph 14 of your Lease dated June 23, 1958 by and between The Brandeis Investment Company, predecessor in interest to Crossroads, as Landlord and Sears, as Tenant, all buildings are to be constructed within those areas as shown on Exhibit D to the Lease. As the proposed Transit Center is not within those approved areas, Crossroads requests Sears consent to the construction of the Transit Center and related facilities in that area as outlined in red.

MERCHANTS PLAZA P.O. BOX 7033 INDIANAPOLIS, IN 46207 (317) 636-1600

EXHIBIT J

AUG 09 2002 11:30

B47 286 7976

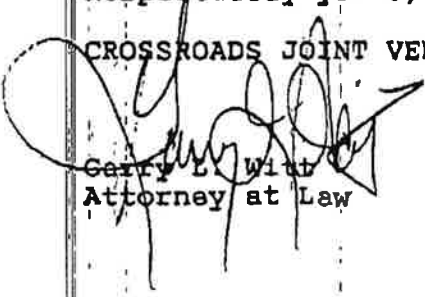
PAGE.03

January 31, 1991
Page 2

I trust that you find this proposal acceptable and Sears will evidence its consent to the same by executing this Letter Agreement in the space provided below and return a pen and ink original to me.

Respectfully yours,

CROSSROADS JOINT VENTURE



Gary L. Witt
Attorney at Law

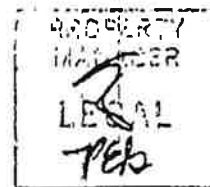
GLW/jaj
GK:333.L
Enclosure

cc: Jim Barkley
Karen Bowen

ACKNOWLEDGED AND ACCEPTED

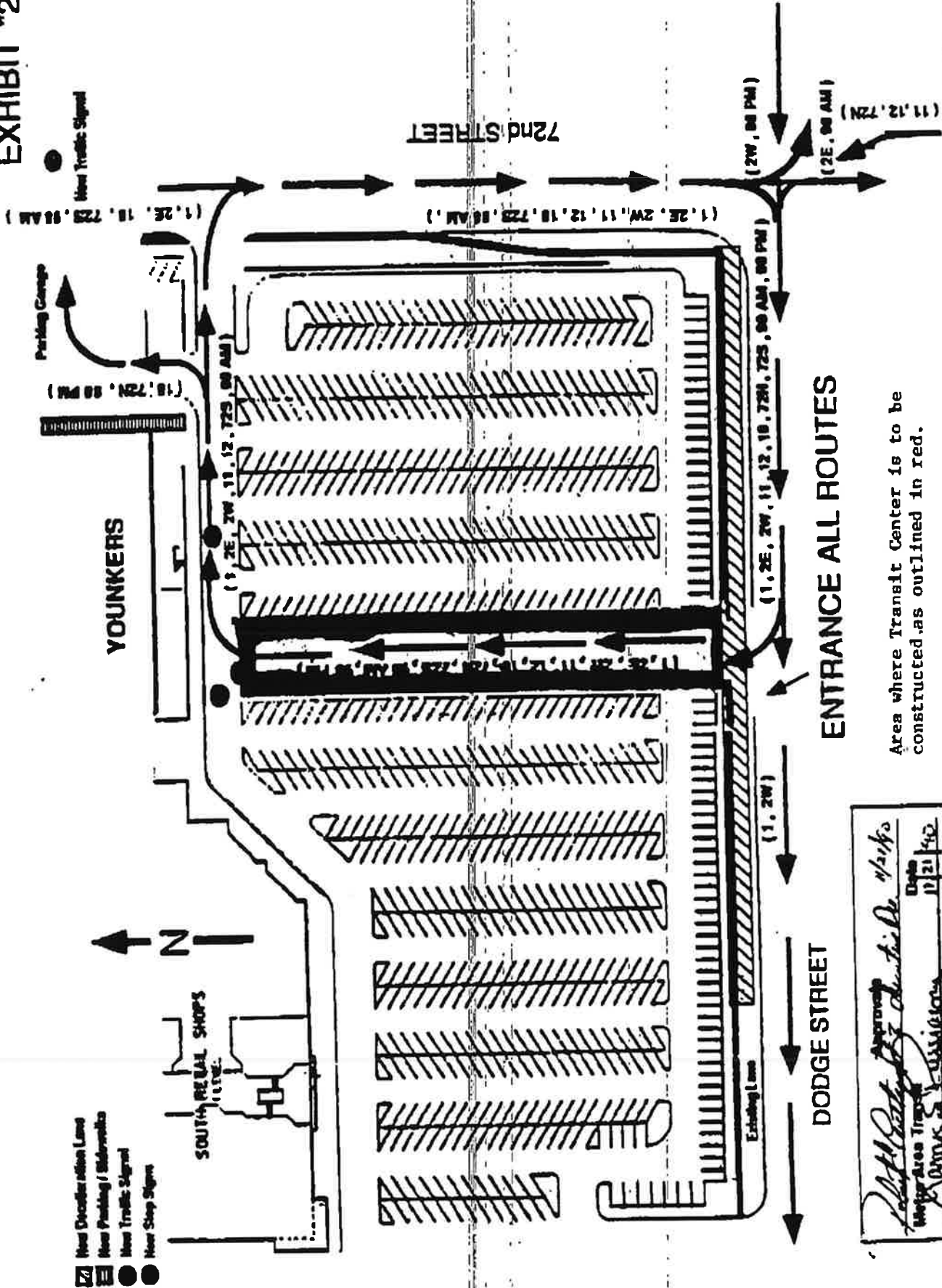
SEARS ROEBUCK AND CO.

By: 
Name: Ronald B. Ruth
Title: National Manager
Real Estate Planning Group



AUG. 9. 2002 10:25AM SEARS REAL ESTATE

EXHIBIT "2"



Area where Transit Center is to be constructed as outlined in red.

Approved: <i>[Signature]</i> Date: 11/21/90	
Metropolitan Transit	Date: 11/21/90
City of Chicago	Date: 11/21/90
Commission (Crossed by City Engineer)	Date: 11/21/90
Youngers	Date: 12-11-90

AUG. 9.2002 10:25AM

SEARS REAL ESTATE

NO. 789 J.P.E. 5/5

RECEIVED
JAN 09 1995

H 1041

Ms. Linda Bonen
Sears
3333 Beverly Road
B2-201A
Hoffman Estates, IL 60179

RE: Sears
Crossroads Mall
Omaha, Nebraska

Dear Ms. Bonen:

Reference is herein made to that certain lease dated June 23, 1958, by and between Crossroads Joint Venture, as Landlord, and Sears, Inc., as Tenant for the above referenced location.

By signing the attached copy of this letter in the space provided below, Tenant acknowledges that at Landlord's option, Landlord may, at any time, dissolve the Merchant's Association and create in its place and stead a promotional fund (the "Fund"), the primary purpose of which is to provide sums of necessary for professional advertising and promotional services which benefit the tenants in the center. Tenant agrees that it shall cooperate fully with the Landlord elect to dissolve the Merchant's Association and create the Fund. In the event Landlord does elect to create and maintain the Fund, the terms and conditions relating to the Merchant's Association,* ~~including the provisions relating to Fund Assessment and the adjustments thereto,~~ shall thereafter be equally applicable to the said Fund.

Please return the signed copy of this letter to my attention at your earliest convenience

Very truly yours,

CROSSROADS JOINT VENTURE

Julie A. Heigel

Julie A. Heigel
Marketing Director

By: *Linda R. Bonen*
Linda R. Bonen
Date: Property Manager

*including Tenant's voluntary participation in said "Fund" and any assessments paid therein.

CROSSROADS MALL
7400 DODGE STREET : SUITE 10 : OMAHA, NEBRASKA : 68114 : 402-397-2343 : 402-393-3765

EXHIBIT K

AUG 09 2002 11:30

847 236 7976

PAGE.02

AMENDMENT TO LEASE

~~2005~~ THIS AMENDMENT TO LEASE is made as of this 30th day of MARCH, ~~2005~~, by and among CROSSROADS MALL, LLC, a Delaware limited liability company ("Landlord"), having an address at 115 West Washington Street, Indianapolis, Indiana 46204, and SEARS, ROEBUCK AND CO., a New York corporation ("Tenant"), having an address at 3333 Beverly Road, Hoffman Estates, Illinois 60179.

WITNESSETH:

WHEREAS, The Brandeis Investment Company, a Nebraska corporation, and Tenant entered into a lease dated June 23, 1958, which has been amended by Amendment to Lease dated July 11, 1958, Agreement dated November 12, 1958, Amendment to Lease dated November 13, 1958, and Letter Agreements dated August 11, 1983, December 1, 1983, February 11, 1986, January 31, 1991, and January 9, 1995 (as amended, the "Lease") for the lease by Tenant of certain property commonly known as Crossroads Mall Shopping Center, Omaha, Douglas County, Nebraska, which property is more specifically described in the Lease (the "Sears Tract");

WHEREAS, Landlord is the ground lessee of the Crossroads Mall Shopping Center pursuant to ground lease with Simon Property Group, L.P., a Delaware limited partnership, fee owner of the Shopping Center, and as such is the Landlord under the Lease;

WHEREAS, Landlord has altered the Shopping Center by the addition of approximately 116,450 square feet of gross leasable area for the construction and operation of Target (the "Target Addition") in the approximate location as depicted on the site plan dated April 20, 2005, attached hereto as Exhibit "D" and made a part hereof (hereinafter, the "Site Plan");

WHEREAS, in consideration for Tenant granting their acknowledgment of the Target Addition, Tenant's share of shopping center common area costs shall be capped beginning January 1, 2006; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

1. The Plot Plan annexed as Exhibit D to the Lease shall be deleted and the Site Plan attached hereto as Exhibit "D" shall be substituted in its place. Tenant hereby acknowledges the Target Addition as shown on Exhibit "D".

2. Subparagraph (5) of Article 4 appearing on pages 25-26 of said Lease shall be deleted in its entirety, and the following substituted in lieu thereof:

"Tenant agrees to pay to Landlord, Tenant's proportionate shares of the cost and expense of maintaining, operating and supervising (which shall include premiums for the aforementioned insurance) all of the parking areas, sidewalks, alleys, streets and other exterior public areas (not including buildings) under the provisions of this Article 4 of this lease (the aggregate of said areas being hereinafter referred to as "public areas") in the manner, at the times, and in the amounts hereinafter set forth. Tenant shall pay in advance on the 1st day of each month during the entire term of this lease, Tenant's tentative proportionate share of such costs and expenses, such payments to commence on the 1st day of the month during which Landlord undertakes the supervision, direction and maintenance of said public areas, the amount of such monthly payment to be determined exclusively by Landlord. At the end of each calendar year (or partial calendar year), Landlord shall calculate the actual amount of all costs and expenses that shall have been expended and/or incurred by Landlord with respect to such supervision, direction and maintenance, as aforesaid, for such calendar year (or partial calendar year), and shall thereafter render to Tenant an invoice for Tenant's proportionate share thereof, which shall include a tabulation of all of the costs and expenses expended and/or incurred by Landlord therefor for such calendar year and Tenant's proportionate share of such costs and expenses for each calendar year shall be an amount equal to the resulting sum obtained by multiplying the total of such costs and expenses by the ratio by which the total square feet of enclosed building space located on the Sears' Tract (which for this purpose shall include the space occupied by the automobile service station and the garden area, and shall exclude the space occupied by public meeting halls) bears to the total square feet of similar enclosed building space, located on all of the premises demised by the Major Lease. If the amount of Tenant's proportionate share of such costs and expenses for any calendar year is more than the aggregate total of the monthly payments theretofore paid therefor by Tenant to Landlord during such calendar year, then in such event, Tenant agrees to pay Landlord on or before the expiration of fifteen (15) days after the receipt of such invoice, the difference between Tenant's said proportionate share of said costs and expenses and the aggregate total of said monthly payments. If the amount of Tenant's proportionate share of such costs and expenses for any calendar year is less than the aggregate total of the monthly payments theretofore paid therefor by Tenant to Landlord during such calendar year, then in such event, Landlord shall deliver to Tenant, simultaneously with said invoice, its check for the difference between Tenant's said proportionate share of such costs and expenses and the aggregate total of said monthly payments. The tentative monthly payments to be made by Tenant to Landlord for Tenant's proportionate share of the costs and expenses that may be expended and/or incurred by Landlord for the supervision, direction and maintenance of the public areas shall be based and calculated on the total of such costs and expenses expended and/or incurred by Landlord during the previous calendar year. Notwithstanding the foregoing, beginning January 1, 2006, the payments to be made by Tenant to Landlord for Tenant's proportionate share of the costs and expenses that may be expended and/or incurred by Landlord for the supervision, direction and maintenance of the public areas shall be capped at seventy cents (\$.70) per square foot of enclosed building space located on the Sears Tract (which for this purpose shall include the space occupied by the automobile service station and the garden area, and shall exclude the space occupied by public meeting halls) per annum. This cap on Tenant's proportionate share of costs and expenses for supervision, direction and

maintenance of the public areas shall be increased beginning on January 1, 2011, and every five (5) years thereafter by five cents (\$.05) per square foot of enclosed building space located on the Sears Tract (which for this purpose shall include the space occupied by the automobile service station and the garden area, and shall exclude the space occupied by public meeting halls)."

3. This Amendment to Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

4. The Lease except as amended herein, is in all other respects fully ratified and confirmed.

5. Except as specifically defined herein, all capitalized terms used in this Amendment to Lease shall have the meanings ascribed to such terms in the Lease.

6. This Amendment to Lease may be executed in multiple counterparts, and signature pages from any counterpart may be appended to any other counterpart; all such counterparts shall constitute a single, unified instrument.

[Balance of this sheet left intentionally blank]

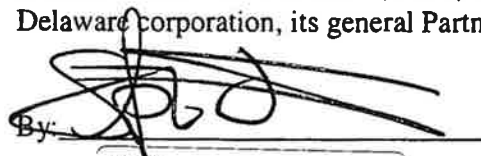
IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the
day and year first above written.

LANDLORD:

CROSSROADS MALL, LLC, a Delaware limited liability
company


By: SIMON PROPERTY GROUP, L.P., a Delaware
limited partnership, its sole member

By: SIMON PROPERTY GROUP, INC., a
Delaware corporation, its general Partner

By: 
Stephen E. Sterrett
Executive Vice President

TENANT:

SEARS, ROEBUCK AND CO.

By: 
Printed: James B. Terrell
Its Authorized Signatory
Its: _____

PROPERTY
MANAGER


LEGAL


The undersigned fee owner of the Crossroads Mall Shopping Center hereby consents to, approves and agrees to recognize the rights by the Tenant pursuant to the terms of the above Amendment to Lease.

FEE OWNER:

SIMON PROPERTY GROUP, L.P., a Delaware limited
Partnership

By: SIMON PROPERTY GROUP, INC., a Delaware
corporation, General Partner

By: 
Stephen E. Sterrett
Executive Vice President





John Kern
Director- Asset Management
Real Estate Department

Sears, Roebuck and Co.
3333 Beverly Rd-BC-103A
Hoffman Estates, IL 60179
(847) 286-4718
Fax (847) 286-7976
E-mail: john.kern@searshc.com

October 10, 2011

Mr. James Prysiazny
Director of Property Management
The Lerner Company
10855 West Dodge Road
Omaha, NE 68154

Re: Avis at Crossroads

Dear Mr. Prysiazny,

I am pleased to advise you that Avis Rental Cars has plans for expansion at Sears locations nationwide, including the Sears store at Crossroads Mall in Omaha, NE

The rental transaction will take place at a counter located within the Sears auto center. Plans also include utilizing up to ten (10) parking spaces for Avis rental vehicles. No advertising will be displayed on any rental vehicles. Avis will install signage on the exterior of the Sears building. The signage will comply with existing sign criteria and all applicable codes.

Additional information concerning signage and the location of Avis parking spaces is enclosed.

Sears and Avis would like to begin this project immediately. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me.

Sincerely,



John Kern
Director- Asset Management

Acknowledged and Approved By: _____ Date: _____

AMENDMENT TO LEASE

THIS AGREEMENT made and entered into this 11 day of July, 1958, by and between THE BRANDEIS INVESTMENT COMPANY, a Nebraska corporation, with its principal place of business in Omaha, Douglas County, Nebraska, Party of the First Part and hereinafter referred to as Landlord, and SEARS, ROEBUCK AND CO., a New York corporation, and authorized to carry on business in the State of Nebraska, Party of the Second Part, hereinafter referred to as Tenant, WITNESSETH:

WHEREAS, under date of June 23, 1958, the parties hereto entered into a lease for a term beginning August 1, 1958 and ending July 31, 2053, demising a portion of the hereinafter described premises located in Omaha, Douglas County, Nebraska, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, except county roads;

such demised portion being more particularly shown and delineated on a plat attached to said lease marked "Exhibit B", and made a part thereof, and

WHEREAS, the parties hereto desire to modify and amend the said lease in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

The words "and rendering of permitted services" appearing in the parenthesis in the ninth and tenth lines of the second paragraph of Article 1 on Page 4 of said lease, shall be deleted and the parenthetical clause shall end, and the parenthesis mark shall be placed after the word "merchandise" appearing in said ninth line.

II.

There shall be added in Line 7 of Paragraph (5) of Article 3 on Page 11 of said lease, after the word "space", the following: "(meaning the space to be used for the selling of goods, wares and merchandise)".

III.

The first sentence of Subparagraph (13) of Article 3, appearing on page 16 of said Lease, shall be deleted, and the following substituted in lieu thereof:

"Landlord agrees, at its cost and expense, to pave with concrete, stripe, fixture, and install lights, consistent with the paving hereinbelow

provided to be done by Tenant on the Sears' Tract, on a parking area consisting of approximately seven (7) acres, located along and abutting Dodge Street and extending from the East boundary line of the premises demised by this lease to the East boundary line of the premises demised by the Major Lease, all according to plans and specifications for said paving, which said plans and specifications shall be approved in writing by Tenant before the commencement of such paving, and when so approved shall be attached hereto, marked EXHIBIT E, and by specific reference herein made a part hereof."

IV.

Subparagraph (f) of Paragraph (17) of Article 3 of said Lease shall be, and is hereby, amended by adding the word "insuring" after the word "maintaining" appearing in the first line on Page 22 of said lease.

V.

The first sentence of Paragraph (2) of Article 4 of said Lease shall be deleted in its entirety and the following substituted in lieu thereof:

"Landlord shall have the right, power and authority to compile and promulgate and thereafter change or modify all rules and regulations which will acknowledge the mutual rights of both Landlord and Tenant for the common use of the parking areas, sidewalks, alleys, streets and other public areas (not including buildings) by Landlord and Tenant, by their respective tenants and sublessees and by their respective customers, officers, agents and employees and the respective, customers, agents, officers and employees of their respective tenants and sublessees, provided that such rules and regulations so promulgated by Landlord shall be reasonable and not interfere with Tenant's operation of its business on said premises or its right of ingress and egress, to all of which said rules and regulations Tenant for itself and for its tenants and sublessees and its customers, agents and employees and the customers, agents and employees of its tenants and sublessees agree to continuously abide by and comply with."

VI.

Irrespective of the provisions of Paragraph (1) of Article 16 of said lease, it is understood and agreed by and between the parties hereto that Landlord's right to mortgage (or convey by trust deed or other appropriate instrument intended as security) its leasehold interest as Lessee under the Major Lease, and its interest as Landlord under the lease between the parties, shall exclude the improvements made by Tenant on the premises demised by said last mentioned lease; provided, however, and on condition, however, that nothing contained in this Paragraph VI of this Agreement, shall in any manner subordinate the rights of Landlord under the lease between the parties hereto, or under the Major Lease, to the rights of any mortgagee or trustee under any mortgage or trust deed, or any party under any other appropriate instrument intended as security, effected by Tenant.

VII.

Article 27 of said lease shall be, and is hereby amended by deleting the words "Paragraph (2) of" appearing in the first line thereof.

VIII.

Article 29 of said lease shall be, and it is hereby deleted in its entirety.

IX.

Save and except for the amendments and modifications herein set forth, the parties hereto agree that the said lease of June 23, 1958 as herein amended and modified, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written and their respective corporate seals to be affixed thereto, all pursuant to authority therefor from their respective Board of Directors.

THE BRANDEIS INVESTMENT COMPANY

By Alan B. B...
Vice-President

Attest: [Signature]
Secretary

LANDLORD

SEARS, ROEBUCK AND CO.

By [Signature]
Vice-President

Attest: M. H. [Signature]
Assistant Secretary

TENANT

Omaha, Nebraska
Retail Store

THIS AGREEMENT made and entered into this 12th day of November, 1958, by and between THE BRANDER INVESTMENT COMPANY, a Nebraska corporation, with its principal place of business in Omaha, Douglas County, Nebraska, hereinafter referred to as "Landlord", and SEARS, ROEBUCK AND CO., a New York corporation, authorized to carry on business in the State of Nebraska, hereinafter referred to as "Tenant"

W I T N E S S E T H:

WHEREAS, under date of June 23, 1958, the parties hereto entered into a lease for a term beginning August 1, 1958, and ending July 31, 2053, demising a portion of the hereinafter described premises located in Omaha, Douglas County, Nebraska, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the
Northeast Quarter (NE $\frac{1}{4}$) of Section
Twenty-three (23), Township Fif-
teen (15) North, Range Twelve (12),
East of the 6th P. M., Douglas
County, Nebraska, except county roads;

such demised portion being more particularly shown and delineated on a plat attached to said lease marked "Exhibit B", and made a part thereof, and

WHEREAS, thereafter, by written agreement dated July 11, 1958, said Lease was modified and amended; and

WHEREAS, the parties hereto desire to further modify and amend said Lease all as hereinafter provided:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

The words and figures "eighty-five thousand (85,000) square feet" appearing in the 5th and 24th lines on Page 4, in Article I, of said Lease shall be deleted, and the words and figures "ninety thousand (90,000) square feet, excluding dressing rooms and perimeter stock" shall be, and they are hereby, substituted in lieu thereof.

II.

The words and figures "one hundred ninety thousand (190,000) square feet" appearing in the 10th line of Article 3, Sub-section (1), on Page 9 of said Lease shall be deleted, and the words and figures "one hundred seventy-five thousand (175,000) square feet" shall be, and they are hereby, substituted in lieu thereof.

III.

The words and figures "one hundred seventy five thousand (175,000) square feet" appearing in the 11th line of Article 3, Sub-section (1), on Page 9 of said Lease shall be deleted, and the words and figures "one hundred seventy thousand (170,000) square feet" shall be, and they are hereby, substituted in lieu thereof.

IV.

The words and figures "a permanent garden area not to exceed five thousand (5,000) square feet in area," appearing in the 12th and 13th lines of Sub-section (1) of Article 3, on page 9 of said Lease, shall be deleted and the words and figures "a permanent garden and outdoor activity sales area not to exceed two thousand four hundred (2,400) square feet of building area and four thousand six hundred and twenty (4,620) square feet of fenced, canopied area adjoining said building", shall be, and they are hereby, substituted in lieu thereof.

V.

The words and figures "one (1) story in height and shall not exceed more than eight thousand (8,000) square feet in area" appearing in the 14th, 15th and 16th lines of Article 3, Sub-section (1), on Page 9 of said Lease shall be deleted, and the words and figures "one (1) story in height with basement and shall not exceed eleven thousand two hundred fifty (11,250) square feet in area on the first (1st) floor and eight thousand seven hundred twenty-one (8,721) square feet as basement storage area" shall be, and they are hereby, substituted in lieu thereof.

VI.

The words "from the date of this Lease" appearing in the 5th line of Sub-section (1) of Article 3, on Page 9 of said Lease, and in the 4th line of Sub-section (3) of Article 3, on Page 10 of said Lease, and in the 1st line on Page 11 of said Lease, and the words "from the date of execution of this Lease" appearing in the 1st line on Page 15 of said Lease, are hereby deleted, and the words "from the date of ratification of this Lease by the landlord under the Major Lease" shall be, and they are hereby, substituted in lieu thereof.

VII.

It is understood and agreed that the suggested buildings shown on the Brandeis Tract on the master plan, marked "EXHIBIT D", attached to and made a part of said Lease, are suggestions only, and Landlord is in no way bound by same, in-
respective of the provisions of Sub-section (4) of Article 3, except to the ex-
tent that boundary lines of any buildings Landlord, at its option, shall construct
shall be so constructed within the building lines, as shown on said Master Plan,
as it is the intent of the parties hereto that said Master Plan, in so far as the
Brandeis Tract is concerned, delineates only building lines and parking areas as
the obligation of Landlord under the provisions of Sub-section (4) of Article 3
of said Lease.

The above mentioned Lease, as heretofore and herein modified and supple-
mented, is in all other respects fully ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
affixed their seals the day and year first above written, the corporate parties
by their proper officers duly authorized thereunto.

ATTEST:


Secretary

THE BRANDEIS INVESTMENT COMPANY

By 
Vice President

LANDLORD

ATTEST:


Assistant Secretary

SEARS, ROEBUCK AND CO.

By 
Vice President

TENANT

AMENDMENT TO LEASE

THIS AGREEMENT made and entered into this 13th day of November, 1958, by and between THE BRANDIS INVESTMENT COMPANY, a Nebraska corporation, party of the first part and hereinafter referred to as Landlord, and BEARS, YARBUCK AND CO., a New York corporation, and authorized to carry on business in the State of Nebraska, party of the second part and hereinafter referred to as Tenant, WITNESSETH:

WHEREAS, under date of June 23, 1958, the parties hereto entered into a lease for a term beginning August 1, 1958 and ending July 31, 2053, devising a portion of the hereinafter described premises located in Omaha, Douglas County, Nebraska, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three, Township Fifteen (15), North, Range Twelve (12), East of the 6th "E.", Douglas County, Nebraska, except county roads;

such devised portion being more particularly shown and delineated on a plat attached to said lease marked "EXHIBIT B", and made a part thereof, and

WHEREAS, said lease was modified by an agreement entered into on July 11, 1958, said agreement to be hereinafter referred to as Amendment No. 1, and further modified by an agreement entered into on November 12, 1958, said agreement to be hereinafter referred to as Amendment No. 2, and

WHEREAS, the parties hereto desire to further amend and modify said lease in the manner hereinafter set forth by this agreement which shall be hereinafter referred to as Amendment No. 3.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of one Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

It is understood and agreed by and between the parties hereto that notwithstanding the provisions of paragraph (A) of Article 3 of the said lease, which among other things designates the area in which buildings and improvements may be constructed on the Brandeis Tract, [Landlord may and shall have the right to erect, construct and maintain a permanent garden and outdoor activity sales area not to exceed Two Thousand Four Hundred (2,400) square feet of building area and Four Thousand Six Hundred and Twenty (4,620) square feet of fenced canopied area adjoining said building and a service station which shall not be more than one (1) story in height with basement ~~construction~~, such basement to be optional with Landlord and shall not exceed eleven Thousand Two Hundred sixty (11,250) square feet in area on the first floor, and Landlord may erect, construct and maintain either said garden and outdoor activity area or service station, or both of them, at any location which is either south or north of the boundary lines of the area shown on the Plot Plan "EXHIBIT D" for the construction of the suggested Brandeis store; and it is further understood and agreed in this connection that nothing herein contained shall in any manner limit or reduce the amount of inside building selling space of any building or buildings that may be constructed on the Brandeis Tract, as provided for in paragraph (A) of Article 3 of said lease.]

II.

It is further understood and agreed by and between the parties hereto that neither of the parties hereto shall (whether by itself or by subtenants or sublessees or concessionaires) sell gasoline from their respective service stations nor from any other building or improvements that may be located on their respective tracts.

III.

Save and except for the amendments and modifications herein set forth, the parties hereto agree that the said lease of

and 23, 195 as herein amended and modified and as heretofore
amended and modified by amendments Nos. 1 and 2 shall be and
remain in full force and effect.

IT IS HEREBY CERTIFIED, the parties hereto have caused this
agreement to be executed the day and date first above written
and their respective corporate seals to be affixed thereto,
all pursuant to authority from their respective board of
directors.

THE FAYATHEIS INVESTMENT COMPANY

Attest:

[Signature]
Secretary

By *[Signature]*
Vice President

LANDLORD

SEARS, ROEBUCK AND CO.

Attest:

[Signature]
Assistant Secretary

By *[Signature]*
Vice President

TEWANT

THIS AGREEMENT made and entered into this 19th day of February, 1959, by and between MYRON CO., a Nebraska corporation, Party of the First Part and hereinafter referred to as "Myron," THE BRANDEIS INVESTMENT COMPANY, a Nebraska corporation, Party of the Second Part and hereinafter referred to as "Brandeis," and SEARS, ROEBUCK AND CO., a New York corporation, Party of the Third Part and hereinafter referred to as "Sears," WITNESSETH:

WHEREAS, under date of April 21, 1954 Brandeis, as lessee, entered into a lease with Myron N. Blank, as Lessor, for a term of ninety-nine (99) years from and after August 1, 1954 (which said lease was assigned by Myron N. Blank to Myron Co., a Nebraska corporation), and which said lease demised upon the terms, covenants, rentals and conditions contained and set forth therein, the following described premises, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12) East of the Sixth P.M., Douglas County, Nebraska, except county roads.

AND, WHEREAS, under date of January 11, 1955, Myron and Brandeis amended said lease by reducing the quantum of ground by approximately .052 acres in extent covered by said lease, which said lease, as amended, will hereinafter be referred to as the "Myron Lease," and

WHEREAS, on or about June 23, 1958, Brandeis, as landlord, entered into a lease with Sears, as tenant, and on July 11, 1958, November , 1958 and November 13, 1958 entered into amendments thereto, which said lease as amended will hereinafter be referred to as the "Sears' Lease," a copy of which said lease and amendments thereto are hereto attached marked EXHIBIT A and by specific reference herein made a part hereof, and which said lease demised, upon the terms, covenants, rentals and conditions contained and set forth therein, for a term beginning on August 1, 1958 and ending on July 31, 2053, that portion of the above-described premises, particularly described and set forth in EXHIBIT B referred to in and made a part of the Sears' Lease, and

WHEREAS, Brandeis at the request of Sears desires to obtain certain modifications of the Myron Lease as more particularly hereinafter set forth.

NOW, THEREFORE, IT IS AGREED by and between Myron and Brandeis that the Myron Lease be and the same is hereby amended and modified as follows:

1. Section (6) of Division III is modified by adding thereto the following: If after the erection and construction of a department store building by Sears under the Sears' Lease and the expiration of twenty-five (25) years from the completion of the construction of said department store building, Sears, pursuant to the provisions of paragraph (8) of Article 3 of the Sears' Lease, tears down and removes the department store building, except as set forth in the proviso below, Brandeis shall not be required to make the deposit above provided for, and the failure of Brandeis to make such deposit

prior to the removal or destruction of the department store building shall not constitute a default hereunder; provided always that if Sears fails to complete the erection and construction of a building of the same dimensions and type of construction as that torn down and removed and at least equal to the value of that torn down and removed, within three (3) years from and after said tearing down and removal, a deposit in the amount above required shall be made on a date which is three (3) years after the tearing down and removal of said department store building and failure by Brandeis to make such deposit shall constitute a default under this lease.

Before beginning the removal or destruction of said department store building, the appraised value thereof shall be determined by a board of appraisers chosen, selected and appointed as provided in Section (15) of Division III of this lease.

2. Section (8) of Division III is hereby modified and changed in the following respects, to wit:

(a) That the words and numerals thirty (30) wherever the same appears in said Section (8) shall be eliminated and there shall be substituted in place and in lieu thereof the words and numerals sixty (60).

(b) That the words and numerals ninety (90) wherever the same appears in Section (8) shall be eliminated and there shall be substituted in place and in lieu thereof the words and numerals one hundred twenty (120).

3. (a) Notwithstanding the provisions of subsection (b) of Section (7) of Division II, it is agreed that any insurance policies covering the buildings and improvements on the premises demised by the Sears' Lease shall be payable to The Omaha National Bank of Omaha, Nebraska, as trustee, for the benefit of Myron, Brandeis and Sears, and shall be deposited with said Bank, to the end that said trustee shall be entitled to collect for the use and benefit of Myron, Brandeis and Sears all money due under said policies, payable in the event of loss to or damage of said buildings and improvements on the premises demised by the Sears' Lease.

(b) Notwithstanding the requirement contained in subsection (b) of Section (7) of Division II of this lease, that insurance be written in companies authorized to do business in the State of Nebraska or for war risk insurance if such insurance be provided by the United States Government or an instrumentality thereof, it is agreed that with respect to buildings and improvements situated on the premises demised by the Sears' Lease that Brandeis and Sears may agree that Sears may self-insure said buildings and improvements on terms agreeable to Brandeis and Sears, and if such self-insurance agreement be made between Brandeis and Sears, Brandeis shall not be required to carry insurance on the buildings and improvements situated on the premises demised by the Sears' Lease, while such self insurance agreement is in effect, and the failure to carry such insurance shall not constitute a

default under this lease; subject, always, to the following: That Sears in such agreement shall promise, in case of any loss or damage to said buildings or improvements from perils herein otherwise agreed to be covered by insurance, to deposit within sixty (60) days after the occurrence of any such loss or damage with The Omaha National Bank, as trustee, an amount equivalent to what said Bank would be entitled to collect under policies of insurance if the same had been written as in the lease provided. The Omaha National Bank, as Trustee, after receipt of said monies, shall, for the purpose of this lease, treat said monies in all respects as though they had been collected as proceeds under policies of insurance, and shall hold and disburse the same as provided in said lease, and make disbursements of funds to which Brandeis and/or Sears shall be entitled under this lease (as modified and changed hereby) to Sears and Brandeis, or either of them, as may from time to time be agreed upon between Brandeis and Sears. If any self-insurance agreement be made between Brandeis and Sears, Brandeis agrees to promptly deliver an executed copy thereof to Lessor and executed copies of any and all amendments of any such agreement made after the execution thereof.

It is further agreed by and between Myron, Brandeis and Sears, as follows:

4. Myron does hereby warrant and represent unto Sears that as of the date of the commencement of the term of the Sears' Lease, namely, August 1, 1958, that Brandeis was not in default in the payment of any monies required to be paid or in the performance of any obligations required to be performed by Brandeis under the Myron Lease.

5. If the Myron Lease be terminated, entry made and said lease becomes void as provided in Section (8) of Division III of said lease, Myron, Brandeis and Sears agree, as follows:

(a) Brandeis shall from and after the date that such termination becomes effective have no further right, title or interest in and to the property demised under the Myron Lease, nor in or to any buildings, structures and improvements thereon.

(b) The Sears' Lease shall terminate on the date the termination of the Myron Lease becomes effective.

(c) Myron and Sears shall enter into a new lease for a term beginning on the date of the termination of the Sears' Lease as provided in (b) above and ending on July 31, 2053 covering the same property and upon the same terms, conditions, covenants and rentals as are contained in the Sears' Lease applicable to the period subsequent to the date of termination, except that Sears shall pay rent, taxes, assessments and levies from the commencement of the term, and reference to the Myron Lease shall be omitted with appropriate references to the property demised by the Myron Lease substituted therefor.

6. Except as modified and supplemented herein, the Myron Lease shall continue to remain in full force and effect, and the obligations and liabilities of Myron and Brandeis thereunder shall remain unimpaired.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and date first above written and their respective corporate seals to be affixed thereto, all pursuant to authority from their respective boards of directors.

THE BRANDEIS INVESTMENT COMPANY

By Alan Bauer
Vice President

Attest: W. H. Heth
Secretary

SEARS, ROEBUCK AND CO.

By Alan
Vice President

Attest: R. M. Hanson
Assistant Secretary

MYRON CO.

By Myron Hank
Vice President

Attest: Ed. Hansen
Secretary

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of June, 1959 by and between MYRON CO., a Nebraska Corporation, Party of the First Part, and hereinafter referred to as Myron, and THE BRANDEIS INVESTMENT COMPANY, a Nebraska Corporation, Party of the Second Part, and hereinafter referred to as Brandeis,

W I T N E S S E T H :

WHEREAS, under date of April 21, 1954, Brandeis as Lessee entered into a lease (which has been amended and modified prior to the date hereof by written agreements with Myron A. Blank as Lessor, for a term of ninety-nine (99) years from and after August 1, 1954 (which lease was assigned by Myron A. Blank to Myron Co., a Nebraska Corporation, and is hereinafter referred to as the lease between Brandeis and Myron) which said lease demised upon the terms, covenants, rentals and conditions set forth therein the following described premises, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, except county roads,

and

WHEREAS, on June 23, 1958 Brandeis as Landlord entered into a lease (which has been amended and modified prior to the date hereof by written agreements) with Sears, Roebuck and Co., as Tenant, for a term beginning August 1, 1958 and ending July 31, 2053, which said lease demised upon the terms, covenants, rentals and conditions set forth therein, a portion of the premises demised by the aforescribed lease between Brandeis and Myron, and

WHEREAS, in connection with the development of the premises demised by the lease between Brandeis and Myron, it is necessary to grant utilities easements to the Metropolitan Utilities District of Omaha, Nebraska, which grant is to be made jointly by Brandeis, Myron and Sears, Roebuck and Co., and

WHEREAS, the lease between Brandeis and Myron, among other things, makes provision for and grants to Brandeis options to purchase the demised premises upon designated terms and conditions, all as set forth in Sections 11, 12 and 13 of Division III of said lease, and Myron has agreed to execute together with Brandeis and Sears, Roebuck and Co. the afore-mentioned utilities easement, upon the condition that the said lease between Brandeis and Myron be modified in a manner so that the granting of said easement as aforesaid shall in no manner affect the determination of the fair market value of the demised premises for the purposes of Sections 11, 12 and 13 of Division III of the said lease between Brandeis and Myron.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. For the purpose of inducing Myron to execute, together with Brandeis and Sears, Roebuck and Co., the easement attached hereto and marked EXHIBIT A, Myron and Brandeis agree that the

appraised value of the premises, damaged by the lease between Brandeis and Myron, dated April 21, 1954, to be determined under Sections 11, 12 and 13 of Division III of said lease, shall be made and determined without giving any consideration or effect to the said easement and as if said easement were not in existence.

2. The parties hereto further agree that the granting of the said easement, EXHIBIT A, by the parties hereto and Sears, Roebuck and Co. shall not change, modify or affect the said lease between Brandeis and Myron, dated April 21, 1954, in any manner or way or to any extent whatsoever, and that said lease as modified by the previous written agreements between the parties hereto and as modified by this agreement, shall remain and continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and date first above written and their respective Corporate Seals to be affixed thereto, all pursuant to authority from their respective Boards of Directors.

MYRON CO., a Nebraska Corporation

By [Signature]
President

Attest: [Signature]
Secretary

Party of the First Part

THE BRANDIS INVESTMENT COMPANY,
a Nebraska Corporation

By [Signature]

Attest: [Signature]

Party of the Second Part

STATE OF IOWA)
COUNTY OF POLK) ss.

On this 15 day of June, 1959, before me, a Notary Public, personally came [Signature] and [Signature] President and Secretary respectively of MYRON CO., a Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Corporation.

[Signature]
Notary Public

My Commission expires 7/4/60

STATE OF NEBRASKA)
COUNTY OF GOSWOLD) SS.

On this _____ day of _____, 1959, before me, a
Notary Public, personally came _____ and
_____ respectively of THE BROADBENT INVESTMENT COMPANY, a Nebraska Cor-
poration, who are personally known to me to be the identical per-
sons whose names are affixed to the above instrument, and they
acknowledged the execution thereof to be their voluntary act and
deed and the voluntary act and deed of said Corporation.

Notary Public

My Commission expires

On 1914, the lands owned, The Grand Investment Company, a Nebraska corporation, as Lessee, on April 21, 1914, entered into a lease with Myron C. Leson, of Des Moines, Iowa, as Lessor, said Lessor having assigned his interest in said lease to Irving Company of the premises defined by said lease, to wit:

The Northeast Quarter (14) of the Northeast Quarter (14) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12) East of the 1st ... Douglas County, Nebraska, except county roads

to Myron Co., a Nebraska corporation, and

WHEREAS, Lessee, Jacobus Co., the sub-lessee of The Grand Investment Company for a portion of the above described premises, together with The Grand Investment Company, desire to widen and construct a center median on said street from eight hundred twenty-two (822) feet west of centerline of 72nd Street to eighteen hundred fifty and eight tenths (1850.18) feet west of centerline of 72nd Street and on south side of Cass Street, from nine hundred twenty-two (922) feet west of centerline of 72nd Street to fifteen hundred fifty-six and thirteen hundredths (1556.13) feet west of centerline of 72nd Street, all in Omaha, Douglas County, Nebraska, and by reason thereof it is necessary for Myron Co., a Nebraska corporation, as the owner of said above-described premises, to file an application with the City of Omaha for a permit authorizing such construction and the installation of the necessary curbing and paving connected therewith, and

WHEREAS, Myron Co., a Nebraska corporation, in said application undertakes to be responsible for all curbing and paving not complying with City standards and specifications.

NOW, THEREFORE, in consideration of the execution and filing by Myron Co., a Nebraska corporation, of the above described application for permit, the undersigned The Grand Investment Company, a Nebraska corporation, does hereby agree to indemnify Myron Co. for and hold Myron Co. harmless from any and all costs and expenses of every kind, character and description, resulting from and arising out of the agreement of Myron Co. to "be responsible for all curbing and paving not complying with City standards and specifications," as provided in the above described application for permit.

Witness my hand, Nebraska, this 24th day of May, 1920.

THE GRAND INVESTMENT COMPANY

By Alan Baum
Alan Baum, Vice-President

Attest: [Signature]
Secretary

EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid to MYRON CO., a Nebraska Corporation, THE BRANDEIS INVESTMENT COMPANY, a Nebraska Corporation, and SEARS, ROEBUCK AND CO., a New York Corporation, Grantors, by the Metropolitan UTILITIES DISTRICT of Omaha, Nebraska, Grantee, the receipt of which is hereby acknowledged, and in consideration of the agreements by Grantee herein contained, the said Myron Co., the said The Brandeis Investment Company, and the said Sears, Roebuck and Co. hereby grant to the said Metropolitan Utilities District of Omaha, Nebraska, and to its successors and assigns, for a term beginning on May 1, 1959 and ending on April 30, 2009, the right to construct, lay, maintain, operate, reconstruct, repair, relay, enlarge and inspect, at any time and from time to time, a pipe line or lines under the surface of the hereinafter described premises for the conveyance of water and/or gas or both water and gas in and through same, together with full and complete right of ingress to and egress from the surface of the hereinafter described premises, for the purposes herein set forth, to wit:

(a) A strip of land twenty-five (25) feet wide and running North and South and described as the East twenty-five (25) feet of the West thirty-five (35) feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., except roads, in Douglas County, Nebraska.

(b) A strip of land twenty (20) feet wide and running East and West, located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., except roads, in Douglas County, Nebraska, the center line of which strip is described as follows:

Beginning on the West right-of-way line of 72nd Street in Omaha, Nebraska, at a point 427.5 feet South of the Northeast Corner of said Section 23; thence in a westerly direction parallel with the South right-of-way line of Cass Street in Omaha, Nebraska, for a distance of 1242.4 feet to a point on the East line of the premises described in "(a)" hereinabove,

subject, however, to the right which the Grantors, for themselves

(both individually and collectively) and for their respective successors and assigns, retain and reserve from this grant, to exclusively use the surface of the above-described areas for parking or for any other purpose, including but not in limitation of the foregoing, the right to pave all or any part of said surface areas with concrete or other paving material. Grantors, for themselves (both individually and collectively) and for their respective successors and assigns, agree not to construct any building on the said surface areas during the term of this grant.

Grantee, in consideration of this grant, agrees to commence the construction and laying of water and gas pipe lines for supplying gas and water to the Grantors and their successors and assigns and to the Lessees of any of them, under the surface of the above-described areas, and thereafter with due diligence to continue said construction and laying of the pipe lines to completion, except that the cost and expense of construction and laying of the pipe lines under the surface of the areas described in "(b)" above, shall be borne in a manner to be agreed upon between The Brandeis Investment Company, Sears, Roebuck and Co. and the Metropolitan Utilities District of Omaha, Nebraska. Grantee further agrees from and after the completion of such construction and laying, as aforesaid, and for the remainder of the term of this grant, to maintain, operate, repair, relay, enlarge or reconstruct when necessary, said pipe line or lines. Grantee further agrees, upon completion of the original construction and laying and thereafter upon completion of any repairs, reconstruction, inspection, enlargement or relaying of all or any part of said pipe line or lines, to restore the surface and the remainder of said easement areas to their condition prior to such construction and laying and such repairs, reconstruction, inspection, relaying or enlargement, including but not in limitation of the foregoing, the restoration to its prior condition and with like materials and in good and workmanlike manner, any paving destroyed or damaged

of MYRON CO., a Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the Corporation, all pursuant to resolution duly adopted by Grantor's Board of Directors.

Norma Tilden
Notary Public

My Commission expires
7/4/60

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 2nd day of July, 1959, before me, a Notary Public, personally came Alan Bass and Ed S. Lerner and Secretary respectively of THE BRANDEIS INVESTMENT COMPANY, a Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the Corporation, all pursuant to resolution duly adopted by Grantor's Board of Directors.

Dan Kelly
Notary Public

My Commission expires
July 4, 1960

STATE OF TEXAS)
COUNTY OF DALLAS) SS.

On this 20th day of July, 1959, before me, a Notary Public, personally came R. L. Taylor and R. B. Monson, Vice President and Asst Sec. respectively of SEARS, ROEBUCK AND CO., a New York Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the Corporation, all pursuant to resolution duly adopted by Grantor's Board of Directors.

Alida Macune
Notary Public

My Commission expires
June 1, 1961

ACCEPTANCE OF GRANT

The Undersigned, METROPOLITAN UTILITIES DISTRICT of Omaha, Nebraska, for itself and its successors and assigns, hereby accepts the above grant, upon the terms and conditions hereinabove set forth, and agrees for itself and its successors and assigns to fully perform all of such terms and provisions to be performed by it.

Dated at Omaha, Nebraska this 6th day of August, 1959.

METROPOLITAN UTILITIES DISTRICT
of Omaha, Nebraska

By R. H. O. Foster
General Manager

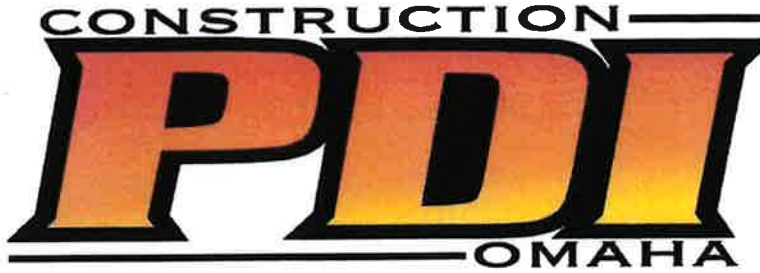
(NO SEAL)

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 6th day of August, 1959, before me, a Notary Public, personally came R. H. O. Foster, General Manager of METROPOLITAN UTILITIES DISTRICT of Omaha, Nebraska, who is personally known to me to be the identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Metropolitan Utilities District of Omaha, Nebraska.

C. E. Jensen
Notary Public

My Commission expires
May 26 1960



Proposal

FROM: PDI CONSTRUCTION
PO Box 522
Gretna, NE 68028
Phone No.: (402) 510-7011

Page. No. 1

PROPOSAL SUBMITTED TO:

Name: The Lerner Company
Phone: 402-330-5480 **Date:** April 8, 2019
Street: 10855 West Dodge Rd
City: Omaha
State: NE **Zip:** 68154

BUDGET PRICING GOOD FOR 30 DAYS

I propose to furnish all materials and perform all labor necessary to complete the following:
Sears Crossroads Painting

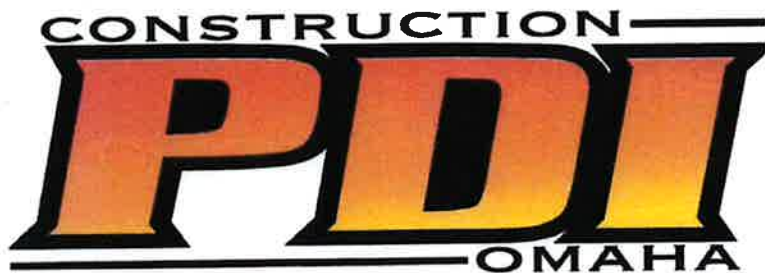
- Provide supervision for all phases of construction
- All work performed during regular working hours
- Scrape and prep overhangs
- Painting of overhangs

All of the work is to be completed in a substantial and workmanlike manner for the sum of (\$24,730.00). Payment to be made as follows: 25% deposit before work begins, balance due upon completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written change order, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which The Lerner Company agrees to pay the amount mentioned in said proposal and according to the terms thereof.



Proposal

FROM: PDI CONSTRUCTION

Page. No. 1

PO Box 522

Gretna, NE 68028

Phone No.: (402) 510-7011

PROPOSAL SUBMITTED TO:

Name: The Lerner Company

Phone: 402-330-5480

Date: April 8, 2019

Street: 10855 West Dodge Rd

City: Omaha

State: NE

Zip: 68154

BUDGET PRICING GOOD FOR 30 DAYS

I propose to furnish all materials and perform all labor necessary to complete the following:
Sears Crossroads Canopies

- Provide permits as needed to complete the project
- Provide supervision for all phases of construction
- All work performed during regular working hours
- Removal of 9 existing canopies on main Sears building
- Provide and install 10 new canopies on main Sears building

All of the work is to be completed in a substantial and workmanlike manner for the sum of (\$276,980.00). Payment to be made as follows: 25% deposit before work begins, balance due upon completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written change order, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which The Lerner Company agrees to pay the amount mentioned in said proposal and according to the terms thereof.



6102 Arbor Street Suite 5
Omaha, Nebraska 68106
Office 402.348.0909
Fax 402.348.0101



PROPOSAL SUBMITTED TO:		DATE: April 8, 2019	TEL:
NAME: Crossroads Mall	JOB NAME: Former Sears Main Roof, Tire Cntr & Canopys		
STREET: 7400 Dodge Street	JOB LOCATION: 7400 Dodge Street		
CITY: Omaha, NE	CITY: Omaha, NE		
<p>Independent Roofing Company, hereinafter called the "Company", proposes to furnish labor and material necessary to complete the work according to the following specifications:</p> <p>Scope of work for replacing the roofs on the former Sears main store and the former Tire Center:</p> <ul style="list-style-type: none"> Furnish material and labor to replace the existing roof system on the former Sears main store with a new fully adhered .60 mil epdm roof system. Budget number: \$798,000.00 Furnish material and labor to replace the existing roof system on the former Sears Tire Center with a new fully adhered .60 epdm roof system. Budget number: \$240,000.00 <p>*Note: The pricing for the above work is for Budget purposes only.*</p> <p>Contract Price. The net sum payable for the work above described is: <div style="display: flex; justify-content: space-between; width: 100%;"> As Above (\$As Above) </div> </p> <ol style="list-style-type: none"> Terms. If the work is completed within 30 days of its commencement, payment in full due on or before the 10th day of the month following the date of invoice. In all other cases, payment of 90% of the work completed shall be made on or before the 10th day of the following month, with final payment due 30 days after completion. Non-payment in accordance with the above shall be cause for terminating performance. If payments are not made when due, interest, cost incidental to collection and attorneys' fees (if an attorney is retained) shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2% per month (on the unpaid balance). SERVICE or FINANCE CHARGE are applicable on past due accounts at the rate of 1 1/2% per month on amounts 30 days past due, which is equal to an ANNUAL PERCENTAGE RATE of 18%. Such charges are shown as "SERVICE CHARGE". There is no SERVICE CHARGE if accounts are paid according to terms. 			
ACCEPTANCE OF PROPOSAL			
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.			
INDEPENDENT ROOFING CO., Inc.		Company:	
By <i>Thomas Swanda</i>		Signature:	
Thomas Swanda – Service Manager		Name:	Date:
NOTE: This Proposal subject to revision if not accepted within thirty days			

COMMERCIAL • RESIDENTIAL • SHEET METAL

INDEPENDENTROOFING.NET

EXHIBIT O

General Conditions Continued...

3. This written "Agreement" represents the entire integrated agreement between parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. Any modifications, changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
4. If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off. Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.
5. In the event Customer asserts there is a deficiency in or arising out of the planning, and/or supervision of construction of the work (collectively, "Defect") resulting from defective materials, code violation due to installation, failure to meet applicable standards of care, and/or failure to construct the work in a good and workmanlike manner and in accordance with accepted trade standards, then Customer shall, as an absolute condition precedent to the institution of any dispute resolution proceeding, present to Contractor a written notice of said Defect, and shall allow Contractor to inspect the said Defect and present to Customer, within thirty (30) days after receipt of Customer's written notice, a written response which shall include Contractor's recommendations to reach an agreement about Defect. In the event Customer initiates any dispute resolution proceeding without fulfilling these conditions precedent, Contractor shall be entitled to a stay of proceedings until such conditions have been fulfilled.
6. Notwithstanding anything in this Agreement to the contrary to the extent Contractor is directed to accelerate its Work or work overtime or premium time to overcome a delay not from the fault of Contractor, the Contractor shall be entitled to additional compensation.
7. Contractor's repair obligations during the Warranty Period are limited to the original price of the roof installation. In no event shall contractor's liability exceed the original installation price of the roof system, even if it is claimed or determined that the warranty provided has failed of its essential purpose.
8. Damage occurring to the installed or onsite roofing material, resulting from acts of other contractors or persons authorized by Owner to conduct operations, shall be the responsibility of the Owner.
9. Contractor accepts no liability to indemnify or hold Owner harmless for damages to person or property, except those that are the direct result of Contractor's direct negligence which occurs during performance of Contractor's work.
10. Each paragraph of the General Conditions and the Agreement Conditions shall be construed as an express condition of this Agreement in consideration of the contract price agreed to by Contractor.

CONTRACT CONDITIONS

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

11. Contractor's price includes furnishing all labor, material and equipment necessary to complete the contract, subject to latent conditions of the work area, which could not be reasonably anticipated by the examination, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of the Agreement, Contractor shall promptly notify Owner of such condition, and such additional material and work will be supplied and performed on a time-and-materials basis by Contractor, unless the parties agree to a stated price for such additional work.
12. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached to or stated in the specifications of the Manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the Manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE with respect to any design or specifications related to the design.
13. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the Manufacturer thereof to meet such specified standard.
14. Contractor warrants that the materials and accessories supplied will be those specified for this Agreement and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in material and accessories.
15. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, vandalism, accidents, delays in shipment or delivery of Manufacturer's materials, or other causes beyond its reasonable control; or, if any interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform this contract. If Contractor is delayed in completing the project and the delay is not caused by Contractor, then Contractor shall be entitled to recover reasonable delay costs from the Owner. Owner waives all claims against Contractor for any incidental, indirect or consequential damages arising out of or connected in any way to the work or to this Agreement. This waiver of consequential damages shall include, but is not limited to, delay, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that Owner may have incurred from any cause of action it claims against.
16. Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Agreement.
17. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinance, rules, regulations and orders of any public authority for the safety and health of Contractor's Employees. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER

18. Owner represents to Contractor that the roof deck on which the installation is to be made in a sound weight-bearing condition, sufficient for the purposes of Contractor's work and that all surfaces to be utilized by Contractor for fastening, adhering or attaching the roofing system will be adequate for the installation to be performed. Promptly after execution of this agreement and prior to commencement of contractor's work, Owner will inform Contractor in writing of any deck or subsurface conditions which could be damaged by penetrations made by Contractor in installing the roofing system.
19. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional area as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. If preliminary work on the roof area is to be performed by others prior to Contractor's work, such work will be complete. Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides compensation for removal or curing of such conditions.
20. Owner shall make no changes in the scope of the roof installation described herein or the specifications which would disqualify the installation from the issuance of the Manufacturer's warranty referred to above.
21. If Contractor's work is to be inspected by Owner's representative, an architect or other design professional, Owner agrees to firm arrangements to have such person available promptly after notice to make inspection as Contractor's progresses, so as not cause delay. Owner Designates _____ to execute additional work orders or changes and to act for and on behalf of Owner to accept completed work.
22. If, in order for Contractor to perform its work under this Agreement, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent shall promptly provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of Contractor's work. Contractor shall have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this Agreement.
23. Owner agrees to provide at its expense builder's risk insurance for the full value of the Contractor's scope of work and for the benefit and protection of Contractor.
24. Prior to Contractor's commencement of performance of its work under this Agreement, an appropriate number of test of substances and materials above and below the roof deck shall be conducted by or on behalf of the Owner, at Owner's expense, to determine if asbestos or similar hazardous substances are present above or below the roof deck, which could be disturbed or otherwise affected by Contractor's work under this contract. If such tests indicate the presence of asbestos or similar hazardous substance, Contractor may, at its option, (a) terminate this agreement upon written notice by Contractor to Owner; (b) delay

Proof of Claim Pg 116 of 117

commencement of performance of its work under this Agreement until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such products or materials and any hazards connected therewith at a price to be determined by mutual agreement of Contractor and Owner and to be paid by Owner. If contractor proceeds with its work under this agreement on the assumption that there is asbestos or similar hazardous substance present, based upon results of tests conducted prior to commencement of its performance and does in fact encounter any such products or materials in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the job site, and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials, and any hazards connected therewith are located and abated, encapsulated or removed or it is determined that no hazard exists (as the case may be) and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.

25. This Agreement is to be constructed according to the laws of the State of Nebraska with exclusive venue in Omaha, NE.



Estimate

Date	Estimate #
4/8/19	E2598

Customer
CROSSROADS MALL

Terms	Project
Net 30	SEARS SIDEWALK T&R

Description	Qty	Rate	Total
1,600 SQFT OF 4" SIDEWALK TO BE REMOVED AND REPLACED. PRICE INCLUDES 16" - 24" OF MUD REMOVAL AND ROCK TO BE HAULED IN.	1,600	9.00	14,400.00
Sales Tax			0.00

Total \$14,400.00

EXHIBIT P